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TREATIES AND CONVENTIONS

WITH OR CONCERNING

CHINA AND KOREA,

1894-1904,

TOGETHER WITH

VARIOUS STATE PAPERS AND DOCUMENTS AFFECTING FOREIGN INTERESTS.

EDITED BY

WILLIAM WOODVILLE ROCKHILL,

Former Assistant Secretary of State of the United States, and Commissioner of the United States to China, 1900–1901.

WASHINGTON:
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1904.

DEC 30 1937

INTRODUCTORY NOTE.

The present compilation is primarily intended as a continuation of Sir Edward Hertslet's "Treaties, etc., between Great Britain and China; and between China and Foreign Powers," which was published in London in 1896 (2 vols., 8°).

In view of the great importance of the industrial and commercial concessions made within the last ten years by China, not only to various Powers, but to divers foreign or mixed companies or corporations, and individuals, it has been thought advisable to include in the present volume the text of the most important of these documents, arranged in chronological order.

Part II of the work contains (1) the treaties, conventions, agreements, etc., made with or concerning Korea, and (2) the concessions or contracts for the building of railways, development of mines, etc., in the same country during the period covered in the first part of the work.

The sketch maps showing the boundaries of the territory leased by France at Kuang-chou Wan and that leased by Great Britain at Kowloon, are official; but it has been impossible to obtain the official Russian map giving the boundaries of the territory leased in the Liaotung Peninsula from China in 1898, and of the Neutral Zone north of the same. The map given is a reproduction from the large map of North Eastern China, prepared by Mr. C. H. Waeber, formerly Russian minister to Korea, and is probably correct.

The map giving the boundaries of the territory leased by Germany at and around Kiao-chou, and by Great Britain at Wei-hai Wei, are also taken from Waeber's map. The official map of Wei-hai Wei, published in 1899 by the Intelligence Bureau of the British War Office, does not show the boundary of the territory leased, and those accessible, published by the German Government, do not show the boundary of the 50-kilometer zone around the Bay of Kiao-chou.

The general direction of the lines of railroad in construction, or for which concessions have been granted, may be seen by those interested in the subject on the "Commercial Map of China and Its Dependencies, showing the Areas Owned or Leased by Foreign Powers," issued in London in 1904 by the China League. For the northern railroads and their connections, the reader may consult also Stanford's "Map of the Siberian Railway," issued in London in 1904.

In translated documents the transcription of Chinese words has been altered to comply, in a general way, with the method in use in English.

The only public documents of any importance which have been omitted from the present compilation, exclusive of Postal Conven-

tions, as not relating to questions of such general interest as would justify their inclusion in the present volume, are the following:

(1) Convention between the Imperial Chinese Telegraph Administration; the Great Northern Telegraph Company, of Copenhagen; and Eastern Extension, Australasia and Chinese Telegraph Company. Signed at Shanghai, July 11, 1896. (*British and Foreign State Papers*, LXXXVIII, 573.)

(2) Land Regulations of the British Concession, Hankow, 1874, 1893. Amendment approved, March 17, 1896. (*British and Foreign State Papers*, LXXXVIII, 203.)

(3) Additional Land Regulations for the General Foreign Settlement at Shanghai, June 3, 1899. (See *United States Consul-General, Shanghai, to Dept. of State*, No. 204, of June 21, 1899.)

(4) British Order in Council, providing for the government of the territories adjacent to Hongkong leased under the Convention of June 9, 1898. Balmoral, October 20, 1898. (*British and Foreign State Papers*, CXI, 1037.)

(5) Regulations for the Foreign Settlements at Chinnampo and Mokpo. Seoul, October 16, 1897. (*British and Foreign State Papers*, CXI, 1177; and *Foreign Relations of United States*, 1898, 478.)

(6) Regulations for the Foreign Settlements at Kunsan, Masampo, and Songchin, Korea. Seoul, June 2, 1899. (*British and Foreign State Papers*, CXI, 1190.)

(7) Land Regulations of the British Concession, Chinkiang. 1872–1894. (*British and Foreign State Papers*, LXXXVI, 153.)

(8) Land Regulations of the British Municipal Extension, Tientsin, 1898. Approved by the Secretary of State, March 31, 1899. (*British and Foreign State Papers*. XC. 1004–1021.)

(9) Land Regulations and By-Laws of the Settlement of Kulangsu, Amoy. Signed January 10, 1902. Approved by the foreign representatives at Peking and by the Chinese Government. (See *U. S. Consul, Amoy, to Dept. of State*, No. 8, Feb. 4, 1902.)

Since the publication of Sir Edward Hertslet's collection, two works, in the nature of documentary histories of China's recent relations with foreign powers have been published, and may be consulted with profit, although some of the translations in the first work appear faulty:

William Frederic Mayers—Treaties between the Empire of China and Foreign Powers, together with Regulations for the conduct of foreign trade, conventions, agreements, regulations, etc., etc., etc. The Peace Protocol of 1901 and the Commercial Treaty of 1902. First edition, 1877, edited by William Frederick Mayers. Fourth and further enlarged edition issued by publishers, 1902. Shanghai, 1902. 1 vol. 8°.

Henry Cordier. Histoire des Relations de la Chine avec les Puissances Occidentales, 1860–1902. Paris, 1901–1902. 3 vols. 8°.

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Part I.

CHINA.

I.

TREATIES, CONVENTIONS, AGREEMENTS, PROTOCOLS.

ARRANGED CHRONOLOGICALLY.

No. 1.

GREAT BRITAIN.

CONVENTION BETWEEN GREAT BRITAIN AND CHINA, GIVING EFFECT TO ARTICLE III OF THE CONVENTION OF THE 24TH JULY, 1886, RELATIVE TO BURMAH AND THIBET.[a]

SIGNED AT LONDON, MARCH 1, 1894.[b]
RATIFICATIONS EXCHANGED AT LONDON, AUGUST 23, 1894.

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Empress of India, and His Majesty the Emperor of China, being sincerely desirous of consolidating the relations of friendship and good neighborhood which happily exist between the two Empires, have resolved to conclude a Convention with the view of giving effect to Article III of the Convention relative to Burmah and Thibet, signed at Peking on the 24th July, 1886, and have appointed as their Plenipotentiaries for this purpose, that is to say:

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Empress of India, the Right Honourable the Earl of Rosebery, Knight of the Most Noble Order of the Garter, Her Britannic Majesty's Principal Secretary of State for Foreign Affairs;

And His Majesty the Emperor of China, Sieh Ta-Jên, Envoy Extraordinary and Minister Plenipotentiary of China at the Court of St. James', and Vice-President of the Imperial Board of Censors;

Who, having mutually communicated to each other their respective full powers, found to be in good and due form, have agreed upon the following Articles:—

ART. I. It is agreed that the frontier between the two Empires, from latitude 25° 35′ north, shall run as follows:

Delimitation of frontier, first section.

Commencing at the high conical peak situated approximately in that latitude and in longitude 98° 14′ east of Greenwich and 18° 16′ west of Peking, the line will follow, as far as possible, the crest of the hills running in a south-westerly direction through Kaolang Pum and the Warong Peak, and thence run nearly midway between the villages of Wanchon and Kaolang—leaving the former to Burmah and the latter to China—on to Sabu Pum.

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[a] *British and Foreign State Papers*, Vol. LXXXVII, 1894–1895; pp. 1311–1319.

[b] This convention was amended by the agreement of February 4, 1897. See infra, p. 40.

From Sabu Pum the frontier will run in a line slightly to the south of west through Shatrung Pum to Namienku Pum; thence it will be continued, still running in a south-westerly direction along the crest of the hills, until it strikes the Tazar Kha River, the course of which it will follow from its source to its confluence with the Nam Tabet or Tabak Kha, thus leaving Uka to the east and Laipong to the west.

From the confluence of the Tazar Kha River with the Tabak Kha, the frontier will ascend the latter river to its junction with the Lekra Kha, which it will follow to its source near Nkrang. From the source of the Lekra Kha, leaving Nkrang, Kukum, and Singra to the west, and Sima and Mali to the east, the line will follow the Lesa Kha from its western source to its junction with the Mali River, and thence will ascend the Mali to its source near Hpunra Shikong: thence it will run in a south-westerly direction along the Laisa Kha from its source down to the point where it falls into the Molé River near Kadon, leaving the village of Kadon to the west and that of Laisa to the east.

The line will then follow the course of the Molé in a southeasterly direction to the place where it receives the Che Yang Kha, which latter river it will follow to its source in the Alau Pum. It will then be directed along the Nampaung River from its western source down to where it enters the Taping River.

This concludes the description of the first section of the frontier.

Delimitation of frontier, second section.

II. The second section of the frontier, or that portion of it which extends from the Taping River to the neighbourhood of Meung Mao, will run as follows:

Starting from the junction of the Khalong Kha with the Taping River, the frontier will follow the Khalong Kha and its western branch to its source; it will be drawn thence southward to meet the Sipaho or Lower Nanthabet at a spot immediately to the south-west of Hanton, leaving Matin to Great Britain, and Loilong-ga-tong, Tiêh-pi-Kwan, and Hanton to China; thence it will ascend the branch of the last-named river which has its source nearest to that of the Mantein Kha. It will thence follow the crests of the line of hills running in a south-easterly direction to the more southerly of the two places named Kadaw, which is close to the Namwan River, leaving Kadaw to China and Palen to Great Britain. It will follow the Namwan River in a south-westerly direction down to the point in about latitude 23° 55′, where that river takes a south-easterly course. Thence it will run in a direction somewhat west of south to the Nammak River, leaving Namkhai to Great Britain. It will follow the Nammak River to the point where it bifurcates in about latitude 23° 47′, and will then ascend the southern branch till it reaches the crest of a high range of hills to the south of Mawsiu, in about latitude 23° 45′. It will follow the crest of this range (which runs slightly to the north of east) until it reaches the Shweli River at its junction with

the Nammak, thus leaving to China the district of Mawsiu, the spot recently identified as Tien-ma-Kwan, and the villages of Hinglon and Kongmow, lying to the north of the above-mentioned range.

It will then follow the course of the Shweli River, and where the river bifurcates, it will follow the more southerly of the two branches, leaving to China the island formed by them, until it reaches a point near the eastern end of the loop which the river forms opposite to Meung Mao, as indicated in the next Article of the Convention.

Open roads between Burmah and China.

The Government of China consent that the most direct of the roads between Bhamo and Namkhan, where it passes through the small portion of Chinese territory south of Namwan, shall, while remaining entirely open to Chinese subjects and to the tribesmen subject to China, be free and open to Great Britain for travellers, commerce, and administrative purposes, without any restrictions whatever. Her Britannic Majesty's Government shall have the right, after communication with the Chinese authorities, to execute any works which may be desirable for the improvement or repair of the road, and to take any measures which may be required for the protection of the traffic and the prevention of smuggling.

It is equally agreed that British troops shall be allowed to pass freely along this road. But no body of troops more than 200 in number shall be despatched across it without the consent of the Chinese authorities, and previous notice in writing shall be given of every armed party of more than twenty men.

III. The third section of the frontier will run as follows:

Delimitation of frontier, third section.

It will commence from a point on the Shweli River, near to the east end of the loop formed by that river opposite to Meung Mao; thence paying due regard to the natural features and the local conditions of the country, it will trend in a south-easterly direction towards Ma-li-pa until it reaches, at a point in about longitude 98° 7′ east of Greenwich (18° 23′ west of Peking), and latitude 23° 52′, a conspicuous mountain range. It will follow the crests of that range through Loiaipong and Loipanglom until it reaches the Salween River, in about latitude 23° 41′.

This portion of the frontier from the Shweli to the Salween River shall be settled by the Boundary Commission provided for in Article VI of the present Convention, and in such manner as to give to China at least as much territory as would be included if the frontier were drawn in a straight line from Meung Mao towards Ma-li-pa.

If it should be found that the most suitable frontier will give to China a larger amount of territory than is stated above, the compensation to be given to Great Britain on some other part of the frontier shall be matter for subsequent arrangement.

From latitude 23° 41′ the frontier will follow the Salween until it reaches the northern boundary of the circle of Kunlong. It will

follow that boundary in an easterly direction, leaving the whole circle of Kunlong, and the ferry of that name to Great Britain, and leaving to China the State of Kokang.

It will then follow the course of the river forming the boundary between Somu, which belongs to Great Britain, and Mêng Ting, which belongs to China. It will still continue to follow the frontier between those two districts, which is locally well known, to where it leaves the aforesaid river and ascends the hills; and will then follow the line of water-parting between the tributaries of the Salween and the Meikong Rivers, from about longitude 99° east of Greenwich (17° 30′ west of Peking), and latitude 23° 20′, to a point about longitude 99° 40′ east of Greenwich (16° 50′ west of Peking), and latitude 23°, leaving to China the Tsawbwaships of Kêng Ma, Mengtung, and Mengko.

At the last-named point of longitude and latitude the line strikes a very lofty mountain range, called Kong-Ming-Shan, which it will follow in a southerly direction to about longitude 99° 30′ east of Greenwich (17° west of Peking), and latitude 22° 30′, leaving to China the district of Chen-pien T'ing. Then, descending the western slope of the hills to the Namka River, it will follow the course of that river for about 10′ of latitude, leaving Munglem to China, and Manglün to Great Britain.

It will then follow the boundary between Munglem and Kyaing Tong, which is locally well-known, diverging from the Namka River a little to the north of latitude 22°, in a direction somewhat south of east, and generally following the crest of the hills till it strikes the Namlam River in about latitude 21° 45′, and longitude 100° east of Greenwich (16° 30′ west of Peking).

It will then follow the boundary between Kyaing Tong and Kiang Hung which is generally formed by the Namlam River, with the exception of a small strip of territory belonging to Kiang Hung, which lies to the west of that river just south of the last named parallel of latitude. On reaching the boundary of Kyaing Chaing, in about latitude 21° 27′, and longitude 100° 12′ east of Greenwich (16° 18′ west of Peking), it will follow the boundary between that district and Kiang Hung until it reaches the Meikong River.

Portion of frontier to be settled ulteriorly.

IV. It is agreed that the settlement and delimitation of that portion of the frontier which lies to the north of latitude 25° 35′ north shall be reserved for a future understanding between the High Contracting Parties, when the features and conditions of the country are more accurately known.

Territorial concessions to China.

V. In addition to the territorial concessions in Northern Theinni, and the cession to China of the State of Kokang, which result from the frontier as above described, Her Britannic Majesty, in consideration of the abandonment of the claims advanced by China to the territory lying outside

and abutting on the frontier of the Prefecture of Yung Chang and Sub-Prefecture of Teng Yüeh, agrees to renounce in favour of His Majesty the Emperor of China, and of his heirs and successors for ever, all the suzerain rights in and over the States of Munglem and Kiang Hung formerly possessed by the Kings of Ava concurrently with the Emperors of China. These and all other rights in the said States, with the titles, prerogatives and privileges thereto pertaining, Her Majesty the Queen Empress renounces as aforesaid, with the sole proviso that His Majesty the Emperor of China shall not, without previously coming to an agreement with Her Britannic Majesty, cede either Munglem or Kiang Hung, or any portion thereof, to any other nation.

Demarcation of frontier.

VI. It is agreed that, in order to avoid any local contention, the alignments of the frontier described in the present Convention, and shown on the maps annexed thereto, shall be verified and demarcated, and, in case of its being found defective at any point, rectified by a Joint Commission appointed by the High Contracting Parties; and that the said Commission shall meet, at a place hereafter to be determined on by the two Governments, not later than twelve months after the exchange of the ratifications of the present Convention; and shall terminate its labours in not more than three years from the date of its first meeting.

It is understood that any alterations in the alignment which the Joint Commission may find it necessary to make shall be based on the principle of equivalent compensations, having regard not only to the extent, but also to the value, of the territory involved. Further, that should the members of the Commission be unable to agree on any point, the matter of disagreement shall at once be referred to their respective Governments.

The Commission shall also endeavour to ascertain the situation of the former frontier-post of China named Kanlung Kwan. If this place can be identified, and is found to be situated in British Territory, the British Government will consider whether it can, without inconvenience, be ceded to China.

If it shall be found to the south-east of Meung Mao so as to be on the northern side of the straight line drawn from that place towards Ma-li-pa, it will in that case already belong to China.

Occupation following demarcation.

VII. It is agreed that any posts belonging to either country which may be stationed within the territory of the other when the Commission of Delimitation shall have brought its labours to a conclusion shall, within eight months from the date of such conclusion, be withdrawn, and their places occupied by the troops of the other, mutual notice having in the meantime been given of the precise date at which the withdrawal and occupation will take place. From the date of such occupation the

High Contracting Parties shall each within its own territories hold itself responsible for the maintenance of good order, and for the tranquillity of the tribes inhabiting them.

Unfortified strip.

The High Contracting Parties further engage neither to construct nor to maintain within 10 English miles from the nearest point of the common frontier, measured in a straight line and horizontal projection, any fortifications or permanent camps, beyond such posts as are necessary for preserving peace and good order in the frontier districts.

Free trade between China and Burmah.

VIII. Subject to the conditions mentioned hereafter in Articles X and XI, the British Government, wishing to encourage and develop the land trade of China with Burmah as much as possible, consent, for a period of six years from the ratification of the present Convention, to allow Chinese produce and manufactures, with the exception of salt, to enter Burmah by land duty free, and to allow British manufactures and Burmese produce, with the exception of rice, to be exported to China by land free of duty.

Salt and rice subject to duties.

The duties on salt and rice so imported and exported shall not be higher than those imposed on their import or export by sea.

Trade route.

IX. Pending the negotiation of a more complete arrangement, and until the development of the trade shall justify the establishment of other frontier Customs stations, goods imported from Burmah into China or exported from China into Burmah shall be permitted to cross the frontier by Manwyne and by Sansi.

Reduced tariff.

With a view to the development of trade between China and Burmah, the Chinese Government consent that for six years from the ratification of the present Convention the duties levied on goods imported into China by these routes shall be those specified in the General Tariff of the Maritime Customs diminished by three-tenths, and that the duties on goods exported from China by the same route shall be those specified in the same Tariff diminished by four-tenths.

Transit passes.

Transit passes for imports and exports shall be granted in accordance with the rules in force at the Treaty ports.

Smuggling.

Smuggling or the carrying of merchandize through Chinese territory by other routes than those sanctioned by the present Convention, shall, if the Chinese authorities think fit, be punished by the confiscation of the merchandize concerned.

Trade in munitions of war.

X. The following articles, being munitions of war, shall neither be exported from Burmah into China, nor imported from China into Burmah, save at the requisition of the Government desiring their importation; neither shall

they be sold to parties other than those who have been duly authorized by their respective Governments to purchase them:

Cannon, shot and shell, cartridges and ammunition of all kinds, fire-arms and weapons of war of every description. Saltpetre, sulphur, brimstone, gunpowder, dynamite, gun-cotton, or other explosives.

XI. The exportation from Burmah into China of salt is prohibited.

Forbidden trade.

The exportation from China into Burmah of cash, rice, pulse and grains of every kind is prohibited.

The importation and exportation across the frontier of opium and spirituous liquors is prohibited, excepting in small quantities for the personal use of travellers. The amount to be permitted will be settled under Customs regulations.

Infractions of the conditions set forth in this and the preceding Article will be punishable by confiscation of all the goods concerned.

XII. The British Government, wishing to promote frontier trade between the two countries by encouraging mining enterprise in Yünnan and in the new territorial acquisitions of China referred to in the present Convention, consent to allow Chinese vessels carrying merchandize, ores, and minerals of all kinds, and coming from or destined for China, freely to navigate the Irrawaddy on the same conditions as to dues and other matters as British vessels.

Encouragement of mining.

XIII. It is agreed that His Majesty the Emperor of China may appoint a Consul in Burmah, to reside at Rangoon; and that Her Britannic Majesty may appoint a Consul to reside at Manwyne; and that the Consuls of the two Governments shall each within the territories of the other enjoy the same privileges and immunities as the Consuls of the most favoured nation.

Consular officers.

Further, that, in proportion as the commerce between Burmah and China increases, additional Consuls may be appointed by mutual agreement, to reside at such places in Burmah and Yünnan as the requirements of the trade may seem to demand.

The correspondence between the British and Chinese Consuls respectively, and the chief authority at the place where they reside, shall be conducted on terms of perfect equality.

XIV. Passports, written in Chinese and English, and identical in terms to those issued to foreigners at the Treaty ports in China, shall, on the application of the proper British authorities, be issued to British merchants and others wishing to proceed to China from Burmah, by the Chinese Consul at Rangoon or by the Chinese authorities on the frontier; and Chinese subjects wishing to proceed to Burmah from China shall, on the application of any recognized Chinese official, be entitled to receive similar passports from Her Britannic Majesty's Consul at Manwyne or other convenient places in China where there may be a British Consular officer.

Passports.

XV. Should criminals, subjects of either country, take refuge in the territory of the other, they shall, on due requisition being made, be searched for, and, on reasonable presumption of their guilt being established, they shall be surrendered to the authorities demanding their extradition.

Extradition of criminals.

"Due requisition" shall be held to mean the demand of any functionary of either Government possessing a seal of office, and the demand may be addressed to the nearest frontier officer of the country in which the fugitive has taken refuge.

XVI. With a view to improving the intercourse between the two countries, and placing the Chinese Consul at Rangoon in communication with the high provincial authorities in Yünnan, the High Contracting Parties undertake to connect the telegraphic systems of the two countries with each other as soon as the necessary arrangements can be made; the line will, however, at first only be used for the transmission of official telegrams and of general messages for and from Burmah and the Province of Yünnan.

Telegraph lines to be extended.

XVII. It is agreed that subjects of the two Powers shall each within the territories of the other enjoy all the privileges, immunities, and advantages that may have been, or may hereafter be accorded to the subjects of any other nation.

Favored-nation provision.

XVIII. It is agreed that the commercial stipulations contained in the present Convention being of a special nature and the result of mutual concessions, consented to with a view to adapting them to local conditions and the peculiar necessities of the Burmah-China overland trade, the advantages accruing from them shall not be invoked by the subjects of either Power residing at other places where the two Empires are conterminous, excepting where the same conditions prevail, and then only in return for similar concessions.

Stipulations of convention restricted to localities mentioned.

XIX. The arrangements with regard to trade and commerce contained in the present Convention being of a provisional and experimental character, it is agreed that should subsequent experience of their working, or a more intimate knowledge than is now possessed of the requirements of the trade, seem to require it, they may be revised at the demand of either party after a lapse of six years after the exchange of ratifications of the present Convention, or sooner should the two Governments desire it.

Revision of convention.

XX. The ratification of the present Convention under the hand of Her Britannic Majesty and of His Majesty the Emperor of China shall be exchanged in London in six months from this day of signature, or sooner if possible.

Ratification.

The Convention shall come into force immediately after the exchange of ratifications.

In token whereof the respective Plenipotentiaries have signed this Convention in four copies, two in Chinese and two in English.

Done at London, this 1st day of March, 1894, corresponding to the 24th day of the 1st moon of the 20th year of Kuang Hsü.

[L. S.] ROSEBERRY.
[L. S.] SIEH.

DECLARATION.

On proceeding to the signature this day of the Convention between Great Britain and China, giving effect to Article III of the Convention relative to Burmah and Thibet, signed at Peking on the 24th July 1886:[a]

The undersigned Plenipotentiaries declare that, inasmuch as the present Convention has been concluded for the special purpose mentioned in the preamble thereof, the stipulations contained therein are applicable only to those parts of the dominions of Her Britannic Majesty and of His Majesty the Emperor of China to which the said Convention expressly relates, and are not to be construed as applicable elsewhere.

Done at London, the 1st day of March, 1894.

[L. S.] ROSEBERRY.
[L. S.] SIEH.

[a] Hertslet, Vol. I, 87, No. 15.

No. 2.

JAPAN.

TREATY OF PEACE BETWEEN CHINA AND JAPAN.[a]

SIGNED AT SHIMONOSEKI, APRIL 17, 1895.
RATIFICATIONS EXCHANGED AT CHEFOO, MAY 8, 1895.

His Majesty the Emperor of China and His Majesty the Emperor of Japan, desiring to restore the blessings of peace to their countries and subjects and to remove all cause for future complications, have named as their Plenipotentiaries for the purpose of concluding a Treaty of peace; that is to say, His Majesty the Emperor of China, Li Hung-chang, Senior Tutor to the Heir Apparent, Senior Grand Secretary of State, Minister Superintendent of Trade for the Northern Ports of China, Viceroy of the Province of Chihli, and Earl of the First Rank, and Li Ching-fong, Ex-Minister of the Diplomatic Service, of the Second Official Rank;

And His Majesty the Emperor of Japan, Count Ito Hirobumi, Junii, Grand Cross of the Imperial Order of Paullownia, Minister President of State, and Viscount Mutsu Munemitsu, Junii, First Class of the Imperial Order of the Sacred Treasure, Minister of State for Foreign Affairs;

Who, after having exchanged their full powers, which were found to be in good and proper form, have agreed to the following Articles:—

ARTICLE I.

Independence of Korea.

China recognizes definitely the full and complete independence and autonomy of Corea, and in consequence the payment of tribute and the performance of ceremonies and formalities by Corea to China, in derogation of such independence and autonomy, shall wholly cease for the future.

ARTICLE II.

Cession of part of Feng Tien Province.

China cedes to Japan in perpetuity and full sovereignty the following territories, together with all fortifications, arsenals, and public property thereon:

(*a*) The southern portion of the province of Fêng-tien, within the following boundaries:—

The line of demarcation begins at the mouth of the River Yalu and

[a] See *History of the Peace negotiations, documentary and verbal, between China and Japan, March–April, 1895*, pp. 26–29.

ascends that stream to the mouth of the River An-ping; from thence the line runs to Fêng-huang; from thence to Haicheng; from thence to Ying-kow, forming a line which describes the southern portion of the territory. The places above named are included in the ceded territory. When the line reaches the River Liao at Ying-kow, it follows the course of that stream to its mouth where it terminates. The mid-channel of the River Liao shall be taken as the line of demarcation.

This cession also includes all islands appertaining or belonging to the province of Fêng-tien, situated in the eastern portion of the Bay of Liao-tung and in the northern part of the Yellow Sea.

(*b*) The island of Formosa, together with all islands appertaining or belonging to said island of Formosa.

(*c*) The Pescadores Group, that is to say, all islands lying between the 119th and 120th degrees of longitude east of Greenwich and the 23rd and 24th degrees of north latitude.

ARTICLE III.

Delimitation of ceded territory.

The alignments of the frontiers described in the preceding Article and shown on the annexed Map, shall be subject to the verification and demarcation on the spot, by a Joint Commission of Delimitation consisting of two or more Chinese and two or more Japanese Delegates to be appointed immediately after the exchange of the ratifications of this Act. In case the boundaries laid down in this Act are found to be defective at any point, either on account of topography or in consideration of good administration, it shall also be the duty of the Delimitation Commission to rectify the same.

The Delimitation Commission will enter upon its duties as soon as possible and will bring its labors to a conclusion within the period of one year after appointment.

The alignments laid down in this Act shall, however, be maintained until the rectifications of the Delimitation Commission, if any are made, shall have received the approval of the Governments of China and Japan.

ARTICLE IV.

War indemnity to Japan.

China agrees to pay to Japan as a war indemnity the sum of 200,000,000 Kuping Taels. The said sum is to be paid in eight installments. The first installment of 50,000,000 Taels to be paid within six months, and the second installment of 50,000,000 Taels to be paid within twelve months after the exchange of the ratifications of this Act. The remaining sum to be paid in six equal annual installments, as follows: The first of such equal annual installments to be paid within two years; the second within three years; the third within four years; the fourth within

five years; the fifth within six years, and the sixth within seven years, after the exchange of the ratifications of this Act. Interest at the rate of *5 per centum per annum* shall begin to run on all unpaid portions of the said indemnity from the date the first installment falls due.

China shall, however, have the right to pay by anticipation at any time any or all of said installments. In case the whole amount of the said indemnity is paid within three years after the exchange of the ratifications of the present Act, all interest shall be waived and the interest for two years and a half or for any less period if then already paid, shall be included as a part of the principal amount of the indemnity.

ARTICLE V.

Inhabitants of ceded territory.

The inhabitants of the territory ceded to Japan, who wish to take up their residence outside the ceded districts, shall be at liberty to sell their real property and retire.

For this purpose a period of two years from the date of the exchange of the ratifications of the present Act, shall be granted. At the expiration of that period those of the inhabitants who shall not have left such territories shall at the option of Japan, be deemed to be Japanese subjects.

Each of the two Governments shall immediately upon the exchange of the ratifications of the present Act, send one or more Commissioners to Formosa to effect a final transfer of that Province and within the space of two months after the exchange of the ratifications of this Act, such transfer shall be completed.

ARTICLE VI.

Treaty of commerce and navigation to be negotiated.

All treaties between China and Japan having come to an end in consequence of war, China engages immediately upon the exchange of the ratifications of this Act, to appoint Plenipotentiaries to conclude, with the Japanese Plenipotentiaries, a Treaty of Commerce and Navigation and a Convention to regulate Frontier Intercourse and Trade. The Treaties, Conventions, and Regulations now subsisting between China and European Powers shall serve as a basis for the said Treaty and Convention between China and Japan. From the date of the exchange of the ratifications of this Act until the said Treaty and Convention are brought into actual operation, the Japanese Government; its officials; commerce; navigation; frontier intercourse and trade; industries; ships, and subjects, shall, in every respect, be accorded by China most-favored-nation treatment.

Opening of new localities in China to trade.

China makes in addition the following concessions, to take effect six months after the date of the present Act:

1st. The following cities, towns, and ports, in addition to those already opened, shall be opened to the

trade, residence, industries, and manufactures of Japanese subjects, under the same conditions and with the same privileges and facilities as exist at the present open cities, towns, and ports of China.

(1) Shashih, in the province of Hupeh.

(2) Chungking, in the province of Szechuan.

(3) Suchow, in the province of Kiangsu.

(4) Hang-chow, in the province of Chekiang.

The Japanese Government shall have the right to station Consuls at any or all of the above-named places.

Navigation on Chinese inland waters.

2nd. Steam navigation for vessels under the Japanese flag for the conveyance of passengers and cargo shall be extended to the following places:

(1) On the upper Yangtsze River, from I-chang to Chung-king.

(2) On the Woo-sung River and the Canal, from Shanghai to Su-chow and Hang-chow. The Rules and Regulations which now govern the navigation of the inland waters of China by foreign vessels shall, so far as applicable, be enforced in respect of the above-named. routes until new Rules and Regulations are conjointly agreed to.

Renting warehouses.

3rd. Japanese subjects purchasing goods or produce in the interior of China or transporting imported merchandise into the interior of China, shall have the right temporarily to rent or hire warehouses for the storage of the articles so purchased or transported, without the payment of any taxes or exactions whatever.

Right to manufacture in open localities.

4th. Japanese subjects shall be free to engage in all kinds of manufacturing industries in all the open cities, towns, and ports of China, and shall be at liberty to import into China all kinds of machinery paying only the stipulated duties thereon.

All articles manufactured by Japanese subjects in China, shall in respect of inland transit and internal taxes, duties, charges and exactions of all kinds and also in respect of warehousing and storage facilities in the interior of China, stand upon the same footing and enjoy the same privileges and exemptions as merchandise imported by Japanese subjects into China.

In the event additional Rules and Regulations are necessary in connection with these concessions, they shall be embodied in the Treaty of Commerce and Navigation provided for by this Article.

ARTICLE VII.

Evacuation of China.

Subject to the provisions of the next succeeding Article, the evacuation of China by the armies of Japan, shall be completely effected within three months after the exchange of the ratifications of the present Act.

ARTICLE VIII.

Temporary military occupation of Wei-Hai-wei. Its evacuation.

As a guarantee of the faithful performance of the stipulations of this Act, China consents to the temporary occupation by the military forces of Japan, of Wei-hai-wei in the Province of Shantung.

Upon the payment of the first two installments of the war indemnity herein stipulated for and the exchange of the ratifications of the Treaty of Commerce and Navigation, the said place shall be evacuated by the Japanese forces, provided the Chinese Government consent to pledge, under suitable and sufficient arrangements, the Customs Revenue of China as a security for the payment of the principal and interest of the remaining installments of said indemnity. In the event no such arrangements are concluded, such evacuation shall only take place upon the payment of the final installment of said indemnity.

It is, however, expressly understood that no such evacuation shall take place until after the exchange of the ratifications of the Treaty of Commerce and Navigation.

ARTICLE IX.

Prisoners of war.

Immediately upon the exchange of the ratifications of this Act, all prisoners of war then held shall be restored and China undertakes not to ill-treat or punish prisoners of war so restored to her by Japan. China also engages to at once release all Japanese subjects accused of being military spies or charged with any other military offenses. China further engages not to punish in any manner nor to allow to be punished, those Chinese subjects who have in any manner been compromised in their relations with the Japanese army during the war.

ARTICLE X.

Cessation of military operations.

All offensive military operations shall cease upon the exchange of the ratifications of this Act.

ARTICLE XI.

The present Act shall be ratified by their Majesties the Emperor of China and the Emperor of Japan, and the ratifications shall be exchanged at Chefoo, on the 14th day of the 4th month of the 21st year of Kwang Hsü, corresponding to the 8th day of the 5th month of the 28th year of Meiji. (May 8th, 1895.)

In witness whereof, the respective Plenipotentiaries have signed the same and have affixed thereto the seal of their arms.

Done at Shimonoseki, in duplicate, this 23d day of the 3d month of

the 21st year of Kwang Hsü, corresponding to the 17th day of the 4th month of the 28th year of Meiji. (April 17th, 1895.)

LI HUNG CHANG. [L. S.]

Plenipotentiary of His Majesty the Emperor of China, Senior Tutor of the Heir Apparent, Senior Grand Secretary of State, Minister Superintendent of Trade for the North Ports of China, Viceroy of the Province of Chihli, and Earl of the First Rank.

LI CHING FONG.

Plenipotentiary of His Majesty the Emperor of China, Ex-Minister of the Diplomatic Service, of the Second Official Rank.

COUNT ITO HIROBUMI. [L. S.]

Junii, Grand Cross of the Imperial Order of Paullownia, Minister President of State, Plenipotentiary of His Majesty the Emperor of Japan.

VISCOUNT MUTSU MUNEMITSU. [L. S.]

Junii, First Class of the Imperial Order of the Sacred Treasure, Minister of State for Foreign Affairs, Plenipotentiary of His Majesty the Emperor of Japan.

SEPARATE ARTICLES.

ARTICLE I.

Military force to occupy Wei-hai-wei.

The Japanese military forces which are, under Article VIII of the treaty of peace signed this day, to temporarily occupy Wei-hai-wei, shall not exceed one Brigade and from the date of the exchange of the ratifications of the said treaty of peace, China shall pay annually, one-fourth of the amount of the expenses of such temporary occupation that is to say, at the rate of 500,000 Kuping Taels per annum.

ARTICLE II.

Territory occupied at Wei-hai-wei.

The territory temporarily occupied at Wei-hai-wei shall comprise the island of Liu-kung and a belt of land 5 Japanese Ri wide along the entire coast line of the Bay of Wei-hai-wei.

No Chinese troops shall be permitted to approach or occupy any places within a zone of 5 Japanese Ri wide beyond the boundaries of the occupied territory.

ARTICLE III.

Chinese to retain civil administration.

The civil administration of the occupied territory shall remain in the hands of the Chinese Authorities. But such Authorities shall at all times be obliged to conform to the orders which the Commander of the Japanese Army of

occupation may deem it necessary to give in the interest of the health, maintenance, safety, distribution or discipline of the Troops.

All military offences committed within the occupied territory shall be subject to the jurisdiction of the Japanese Military Authorities.

The foregoing Separate Articles shall have the same force, value and effect as if they had been, word for word, inserted in the Treaty of Peace signed this day.

In witness whereof, the respective Plenipotentiaries have signed the same and have affixed thereto the seal of their arms.

Done at Shimonoseki, in duplicate, this 23rd day of the 3rd month of the 21st year of Kuang Hsü, corresponding to the 17th day of the 4th month of the 28th year of Miji. (April 17th, 1895.)

(Signatures (4) and titles, same as in Treaty.)

CONVENTION TO PROLONG ARMISTICE.

The undersigned (insert here names and titles of the 2 Chinese Plenipotentiaries, as in Preamble of Treaty) Plenipotentiaries of His Majesty the Emperor of China, and (insert here names and titles of 2 Japanese Plenipotentiaries as in preamble of Treaty) Plenipotentiaries of His Majesty the Emperor of Japan, having concluded a Treaty of Peace, have, in order to provide for the peaceful exchange of the ratifications of said Treaty, agreed upon and signed the following Articles:

I.

Armistice. The Convention of Armistice concluded on the 5th day of the 3rd month of the 21st year of Kwang Hsü, corresponding to the 30th day of the 3d month of the 28th year of Meiji, is prolonged for the period of 21 days from this date.

II.

The armistice, which is prolonged by this Convention, shall terminate, without notice on either side, at midnight on the 14th day of the 4th month of the 21st year of Kwang Hsü, corresponding to the 8th day of the 5th month of the 28th year of Meiji. The rejection in the meantime, however, of the said Treaty of Peace, by either High Contracting Party, shall have the effect of at once terminating this Armistice without previous notice.

In witness whereof the Plenipotentiaries of China and Japan have hereunto set their hands and affixed their seal.

Done at Shimonoseki, this 23rd day of the 3rd month of the 21st year of Kuang Hsü, corresponding to the 17th day of the 4th month of the 28th year of Meiji. (April 17th, 1895.)

(Signatures (4) and titles, same as in Treaty.)

No. 3.

FRANCE.

ADDITIONAL CONVENTION TO THE SUPPLEMENTARY COMMERCIAL CONVENTION OF JUNE 26, 1887, BETWEEN FRANCE AND CHINA.[a]

SIGNED AT PEKING, 20TH JUNE, 1895.

[Translation.]

The President of the French Republic and His Majesty the Emperor of China, being desirous of encouraging and extending along the Sino-Annamite frontier, henceforth defined as far as the Mekong,[b] the extension of commercial relations between the two countries and of insuring the execution of the treaty of commerce signed at Tientsin, April 25, 1886, as well as of the Supplementary Convention, signed at Peking, June 26, 1887, have decided to conclude an Additional Convention, containing several new provisions and modifying certain of the provisions included in the previous documents.

For this purpose the two High Contracting Parties have named as their respective Plenipotentiaries, to wit:

The President of the French Republic, M. Auguste Gérard, Minister Plenipotentiary, Envoy Extraordinary of the French Republic in China, Officer of the Legion of Honor, etc., etc., and His Majesty the Emperor of China, His Highness Prince K'ing, Prince of the first rank, President of the Tsung-li Yamen, etc., etc., and His Excellency Hsü Yung-i, member of the Tsung-li Yamen and of the Grand Council of the Empire, etc., etc.,

Who having communicated their full powers, which have been recognized as in good and due form, have agreed on the following articles:

ARTICLE I.

Consular agent at Tong-hing.

It is agreed, so as to insure the policing of the frontier, that the French Government will have the right of maintaining an agent of the Consular order at Tong-hing opposite Monkay on the frontier of Kwang-tung.

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[a] *Documents Diplomatiques, Chine, 1894–1898.* p. 16–19. See also *British and Foreign State Papers*, Vol. LXXXVII, pp. 525–528.

[b] This was done by the Complementary Convention of June 20, 1895, to the Convention for the Boundary Delimitation between Tongking and China, signed June 26, 1887. See *Documents Diplomatiques, Chine, 1894–1898*, pp. 14–16. It is not given in the present collection.

A further regulation will determine the conditions under which should be exercised, by agreement between the French and Chinese authorities, the mutual police of the Sino-Annamite frontier.

ART. II. Article II of the Additional Convention, signed at Peking, June 26th, 1887, is modified and completed as follows:

Lung-chou, Mêng-tse, and Ho-k'ou opened to trade.

It is agreed between the High Contracting Parties that the town of Lung-chou in Kwang-si and that of Mêng-tse in Yün-nan are open to Franco-Annamite commerce. It is furthermore understood that the locality open to commerce on the river route of Lao-kay to Mêng-tse will no longer be Man-hao, but Ho-k'ou, and that the French Government shall have the right of maintaining at Ho-k'ou an Agent under the Consul at Mêng-tse, at the same time the Chinese Government will keep a Customs agent there.

ART. III. It is agreed that the town of Ssu-mao in Yün-nan shall be open to Franco-Annamite commerce, like Lung-chou and Mêng-tse, and that the French Government will have the right, as in the other open ports, of maintaining a Consul there, at the same time the Chinese Government can keep a Customs agent.

Ssu-mao opened to trade.

The local authorities will exert themselves to facilitate the installation of the French Consul in a suitable residence.

Frenchmen and French protegés may establish themselves at Ssu-mao under conditions provided for by Articles VII, X, XI, XII, and others of the Treaty of June 27, 1858; as well as by Article III of the Convention of April 25, 1886. Goods destined for China can be transported by the rivers, particularly the Lo-so and the Mekong as well as by land routes, and particularly by the official road, leading either from Mong-lê, or from I-pang to Ssu-mao and P'u-erh, the duties which these goods will be subject to being paid at Ssu-mao.

ART. IV. Article IX of the Commercial Convention of April 25, 1886, is modified as follows:—

Transit of goods across Chinese-Annam frontier. Regulations.

(1) Chinese goods in transit from one or the other of the four towns open to commerce on the frontier, Lung-chou, Mêng-tse, Ssu-mao and Ho-k'ou, in passing through Annam, will pay, on leaving, duties reduced by four-tenths. A special certificate will be delivered setting forth the payment of this duty, and destined to accompany the goods. When they have come to the other town, they shall be exempt from the payment of import duty.

(2) Chinese goods exported from the four above-named localities and transported to Chinese maritime or river ports, open to commerce, shall pay on passing the frontier export duty reduced by four-tenths. A special certificate will be delivered setting forth the payment of this duty, and destined to accompany the goods. When they shall arrive

at one of the maritime or river ports open to commerce, they shall pay the half re-importation duty in conformity with the general rule for all goods of like nature in the maritime or river ports open to commerce.

(3) Chinese goods transported from Chinese maritime or river ports open to commerce, by way of Annam, towards the four above named localities, shall pay on crossing (the frontier) full duty. A special certificate will be delivered, setting forth the payment of this duty, and destined to accompany the goods. When they shall arrive at one of the frontier customs stations they shall pay on entry half re-importation duty based on the reduction by four-tenths.

(4) The above mentioned Chinese goods, when accompanied by the special certificate above mentioned, shall, before passing through the customs on exportation, or after passing through the customs on re-importation, be subject to the regulations governing native Chinese goods.

Mining in Yün-nan, Kwang-si, and Kwang-tung.

ART. V. It is understood that China, for the exploitation of its mines in the provinces of Yün-nan, Kwang-si, and Kwang-tung, may call upon, in the first instance, French manufacturers and engineers, the exploitation remaining nevertheless subject to the rules proclaimed by the Imperial Government as regarding national industries.

It is agreed that railways either those already in existence, or those projected in Annam may, after mutual agreement, and under conditions to be defined, be continued on Chinese territory.

Extension of telegraph lines.

ART. VI. Article II of the Telegraphic Convention between France and China, signed at Chefoo, December 1, 1888, is completed as follows:—

D.—A junction shall be made between the Secondary Prefecture of Ssu-mao and Annam by two stations, which shall be Ssu-mao in China and Muang-ha-hin (Muong-ngay-neua) in Annam, midway between Lai-chou and Luang Prabang.

The tariff shall be fixed in conformity with Article VI of the Telegraphic Convention of Chefoo.

Provisions of Convention not to extend beyond localities named.

ART. VII. It is agreed that the commercial stipulations contained in the present Convention being of a special nature, the result of mutual concessions resulting from the needs of the relations between Lung-chou, Ho-k'ou, Mêng-tse, Ssu-mao, and Annam, the benefits resulting therefrom shall not be appealed to by the subjects and the protegés of the two High Contracting Parties except at the localities as well as on the river and land routes of the frontier here set forth.

ART. VIII. The present stipulations shall come into force as if they were inserted in the text of the Additional Convention of June 26, 1887.

Former treaties remain in force.

ART. IX. The terms of former Treaties, Agreements and Conventions between France and China, not modified by the present Treaty shall remain in full force.

The present Complementary Convention shall be ratified at once by His Majesty the Emperor of China, and after it shall have been ratified by the President of the French Republic, the exchange of ratifications shall take place at Peking with the least delay possible.

Done at Peking in four copies 20th June 1895, corresponding to the 28th day of the 5th moon of the 21st year Kwang-hsü.

(Signed) A. GÉRARD.
(Signed) CHING.
(Signed) HSÜ.

IDENTIC NOTES EXPLANATORY OF THE PROVISIONS OF THE COMMERCIAL CONVENTION BETWEEN FRANCE AND CHINA OF JUNE 20, 1895, AND OF THE RAILWAY CONTRACT OF JUNE 5, 1896.[a]

THE TSUNG-LI YAMEN TO MR. GÉRARD, MINISTER OF THE FRENCH REPUBLIC AT PEKING.

[Translation.]

13TH DAY, 5TH MOON, 23D YEAR KUANG-HSÜ (12 June 1897).

The Imperial Government of China and the Government of the French Republic, animated with a mutual and equal desire to facilitate and develop, in conformity with treaties and conventions, and as evidence of their feelings of concord, neighborly and commercial relations between China and Annam, have striven by an interchange of views and an agreement between our Yamen and the Legation of the Republic, to define more precisely and clearly the carrying out of certain provisions of the convention made between China and France.

With this object in view, our Yamen and the Legation of the Republic have agreed on the three following formulas:

1°. It is understood that in compliance with Article V of the Commercial Convention of June 20, 1895, as well as the contract of June 5, 1896, between the Compagnie de Fives-Lille and the official Administration of the Dong-dang and Lung-chou Railroad, and the despatches exchanged the 2d and 25th June of the same year between our Yamen and the Legation of the Republic, if the Compagnie de Fives-Lille has satisfactorily succeeded, and as soon as the line from Dong-dang to Lung-chou shall be finished, a request will of necessity be made it to continue the said line in the direction of Nan-ning and Pe-se.

2°. It is understood, in compliance with Article V of the Complementary Commercial Convention of June 20, 1895, that in the three

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[a] *Documents Diplomatiques, Chine, 1894–1898.* p. 39. An identic note bearing the same date was sent to the Tsung-li Yamen by Mr. Gérard. See *Ibid.*, p. 38.

southern border provinces, Kuang-tung, Kuang-si and Yün-nan, the Chinese Government may call upon French engineers and manufacturers for working mines.

3°. It is understood that China shall undertake works for the improvement of navigation on the upper Red River, and that in the interest of commerce she will grade and improve the route from Ho-k'ou to Man-hao and Meng-tse as far as the provincial capital. It is understood furthermore that the right will be conceded to construct a railway communication between the Annam frontier and the provincial capital, either by way of the Pe-se river region, or by that of the upper Red River; the (preliminary) studies and the carrying out by China to be done gradually.

These formulas are incorporated in the present exchange of despatches as evidence. Our Yamen and the Legation of the Republic, faithful interpreters of the mutual opinion of the two Governments, agree that these formulas are intended to define certain provisions of the conventions previously concluded between the two Governments, and to insure their effectual carrying out in a spirit of mutual confidence and good will, and in the equal interest of the two countries.

(Follow the signatures of the President and the Members of the Tsung-li Yamen).

No. 4.

JAPAN.

CONVENTION BETWEEN JAPAN AND CHINA FOR THE RETROCESSION BY JAPAN TO CHINA OF THE SOUTHERN PORTION OF THE PROVINCE OF FENG-TIEN.[a]

SIGNED AT PEKING, NOVEMBER 8, 1895.
RATIFICATIONS EXCHANGED AT PEKING, NOVEMBER 29, 1895.

ARTICLE I. Japan retrocedes to China in perpetuity and full sovereignty the southern portion of the Province of Feng Tien, which was ceded to Japan under Article II of the Treaty of Shimonoseki of the 17th day of the 4th month of the 28th year of Meiji, corresponding to the 23rd day of the 3d month of the 21st year of Kuang Hsü, together with all fortifications, arsenals and public property thereon at the time the retroceded territory is completely evacuated by the Japanese forces in accordance with the provisions of Article III of this Convention, that is to say, the southern portion of the Province of Feng Tien from the mouth of the River Yalu to the mouth of the River An-ping, thence to Feng Huang Ch'êng, thence to Haicheng, and thence to Ying-Kow; also all cities and towns to the south of this boundary and all islands appertaining or belonging to the Province of Feng Tien situated in the eastern portion of the Bay of Liao-Tung and in the northern part of the Yellow Sea. Article III of the said Treaty of Shimonoseki is in consequence suppressed, as are also the provisions in the same Treaty with reference to the conclusion of a Convention to regulate frontier intercourse and trade.

Territory retroceded.

II. As compensation for the retrocession of the southern portion of the Province of Feng Tien, the Chinese Government engage to pay to the Japanese Government 30,000,000 Kuping taels on or before the 16th day of the 11th month of the 28th year of Meiji, corresponding to the 30th day of the 9th month of the 21st year of Kuang Hsü.

Compensation in lieu of territory.

III. Within three months from the day on which China shall have paid to Japan the compensatory indemnity of 30,000,000 Kuping taels provided for in Article II of this Convention, the retroceded territory shall be completely evacuated by the Japanese forces.

Mode of payment.

IV. China engages not to punish in any manner nor to allow to be punished those Chinese subjects who have in any manner been compromised in connection with the occupation by the Japanese forces of the retroceded territory.

Immunity to inhabitants.

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[a] *British and Foreign State Papers*, Vol. LXXXVII, p. 1195.

V. The present Convention is signed in duplicate, in the Japanese, Chinese, and English languages. All these texts have the same meaning and intention, but in case of any differences of interpretation between the Japanese and Chinese texts, such differences shall be decided by reference to the English text.

English text authoritative.

VI. The present Convention shall be ratified by His Majesty the Emperor of Japan and His Majesty the Emperor of China, and the ratifications thereof shall be exchanged at Peking within twenty-one days from the present date.

In witness whereof the respective Plenipotentiaries have signed the same, and have affixed thereto the seal of their arms.

Done at Peking, this 8th day of the 11th month of the 28th year of Meiji, corresponding to the 22nd day of the 9th month of the 21st year of Kuang Hsü.

[L. S.] HAYASHI TADASU.
[L. S.] LI HUNG-CHANG.

PROTOCOL.

In view of the insufficiency of time to effect a formal exchange of the ratifications of the Convention between Japan and China signed this day respecting the retrocession of the Peninsula of Feng Tien, before the date named in the said Convention for certain stipulations thereof to take effect, the Government of His Majesty the Emperor of Japan and the Government of His Majesty the Emperor of China, in order to prevent the possibility of delay in putting into execution the several provisions of the said Convention, have, through their respective Plenipotentiaries, agreed upon the following stipulations:

The Governments of Japan and China shall, within the period of five days after the date of this Protocol, announce to each other through the undersigned, their respective Plenipotentiaries, that the said Convention has received the approval of His Majesty the Emperor of Japan and His Majesty the Emperor of China, respectively, and thereupon the said Convention in all its parts shall come into operation as fully and effectually as if the ratifications thereof had actually been exchanged.

In witness whereof the respective Plenipotentiaries have signed the same, and have affixed thereto the seal of their arms.

Done at Peking, this 8th day of the 11th month of the 28th year of Meiji, corresponding to the 22nd day of the 9th month of the 21st year of Kuang Hsü.

[L. S.] HAYASHI TADASU.
[L. S.] LI HUNG-CHANG.

No. 5.

GREAT BRITAIN—FRANCE.

DECLARATION BETWEEN GREAT BRITAIN AND FRANCE, WITH REGARD TO THE KINGDOM OF SIAM AND OTHER MATTERS (ADVANTAGES IN YÜNNAN AND SZECHUEN; TERRITORIES TO THE WEST OF THE LOWER NIGER; COMMERCIAL ARRANGEMENTS IN TUNIS).[a]

SIGNED AT LONDON, JANUARY 15, 1896.

The Undersigned, duly authorized by their respective Governments, have signed the following Declaration:—

British and French spheres of influence in Siam.

I. The Governments of Great Britain and France engage to one another that neither of them will, without the consent of the other, in any case, or under any pretext, advance their armed forces into the region which is comprised in the basins of the Petcha Bouri, Meiklong, Menam and Bang Pa Kong (Petriou) Rivers and their respective tributaries, together with the extent of coast from Muong Bang Tapan to Muong Pase, the basins of the rivers on which those two places are situated, and the basins of the other rivers, the estuaries of which are included in that coast; and including also the territory lying to the north of the basin of the Menam, and situated between the Anglo-Siamese frontier, the Mekong River, and the eastern watershed of the Me Ing. They further engage not to acquire within this region any special privilege or advantage which shall not be enjoyed in common by, or equally open to, Great Britain and France and their nationals and dependents. These stipulations, however, shall not be interpreted as derogating from the special clauses which, in virtue of the Treaty concluded on the 3rd October, 1893, between France and Siam, apply to a zone of 25 kilom. on the right bank of the Mekong and to the navigation of that river.

Independence of Siam.

II. Nothing in the foregoing clause shall hinder any action on which the two Powers may agree, and which they shall think necessary in order to uphold the independence of the Kingdom of Siam. But they engage not to enter into any separate Agreement permitting a third Power to take any action from which they are bound by the present Declaration themselves to abstain.

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[a] *British and Foreign State Papers*, 1895–96, Vol. LXXXVIII, pp. 13–16.

III. From the mouth of the Nam Huok northwards as far as the Chinese frontier the thalweg of the Mekong shall form the limit of the possessions or spheres of influence of Great Britain and France. It is agreed that the nationals and dependents of each of the two countries shall not exercise any jurisdiction or authority within the possessions or sphere of influence of the other.

Mekong thalweg limit.

The police of the islands in this part of the river which are separated from the British shore by a branch of the river shall, so long as they are thus separated, be intrusted to the French authorities. The fishery shall be open to the inhabitants of both banks.

Police of islands in Mekong.

IV. The two Governments agree that all commercial and other privileges and advantages conceded in the two Chinese provinces of Yünnan and Szechuen either to Great Britain or France, in virtue of their respective Conventions with China of the 1st March, 1894, and the 20th June, 1895, and all privileges and advantages of any nature which may in the future be conceded in these two Chinese provinces, either to Great Britain or France, shall, as far as rests with them, be extended and rendered common to both Powers and to their nationals and dependents, and they engage to use their influence and good offices with the Chinese Government for this purpose.

No exclusive commercial and other privileges in Yünnan and Szechuen.

V. The two Governments agree to name Commissioners delegated by each of them, who shall be charged to fix by mutual agreement, after examination of the titles produced on either side, the most equitable delimitation between the British and French possessions in the region situated to the west of the Lower Niger.

Delimitation of territory west of Lower Niger.

VI. In conformity with the stipulations of Article XL of the General Convention concluded between Great Britain and the Regency of Tunis on the 19th July, 1875, which provides for a revision of that Treaty "in order that the two Contracting Parties may have the opportunity of hereafter treating and agreeing upon such other arrangements as may tend still further to the improvement of their mutual intercourse, and to the advancement of the interests of their respective people," the two Governments agree at once to commence negotiations for replacing the said General Convention by a new Convention, which shall correspond with the intentions proposed in the Article above referred to.

Revision of general convention of July 19, 1875, with Tunis, agreed to.

Done at London, the 15th January, 1896.

[L. S.] SALISBURY.

[L. S.] ALPH. DE COURCEL.

No. 6.

JAPAN.

TREATY OF COMMERCE AND NAVIGATION BETWEEN JAPAN AND CHINA.

SIGNED AT PEKING, 21ST DAY OF 7TH MONTH, 29TH YEAR OF MEIJI (21ST JULY, 1896);
RATIFIED 29TH DAY OF 9TH MONTH, 29TH YEAR OF MEIJI (29TH SEPTEMBER, 1896);
RATIFICATIONS EXCHANGED AT PEKING, 20TH DAY OF 10TH MONTH, 29TH YEAR OF MEIJI (20TH NOVEMBER, 1896); AND
PROMULGATED 28TH DAY OF 10TH MONTH, 29TH YEAR OF MEIJI (28TH NOVEMBER, 1896).

His Majesty the Emperor of Japan and His Majesty the Emperor of China, having resolved, in pursuance of the provisions of Articles VI. of the Treaty signed at Shimonoseki on the 17th day of the 4th month of the 28th year of Meiji, corresponding to the 23rd day of the 3rd month of the 21st year of Kuang Hsü, to conclude a Treaty of Commerce and Navigation, have for that purpose named as Their Plenipotentiaries, that is to say:

His Majesty the Emperor of Japan, Baron Hayashi Tadasu, Shoshii, Grand Cross of the Imperial Order of the Sacred Treasure, Grand Officer of the Imperial Order of the Rising Sun, Minister Plenipotentiary and Envoy Extraordinary; and His Majesty the Emperor of China, Chang Yen Hoon, Minister Plenipotentiary, Minister of the Tsungli-yamen, Holding the rank of the President of a Board and Senior Vice-President of the Board of Revenue;

Who, after having communicated to each other their Full Powers found to be in good and due form, have agreed upon and concluded the following Articles:—

ARTICLE I.

Peace and friendship.

There shall be perpetual peace and friendship between His Majesty the Emperor of Japan and His Majesty the Emperor of China, and between their respective subjects who shall enjoy equally in the respective countries of the High Contracting Parties full and entire protection for their persons and property.

ARTICLE II.

Diplomatic agents; prerogatives, immunities.

It is agreed by the High Contracting Parties that His Majesty the Emperor of Japan may, if he see fit, accredit a Diplomatic Agent to the Court of Peking and His Majesty the Emperor of China may, if he see fit, accredit a Diplomatic Agent to the Court of Tokio.

The Diplomatic Agents thus accredited shall respectively enjoy all the prerogatives, privileges and immunities accorded by international law to such Agents and they shall also in all respects be entitled to the treatment extended to similar Agents of the most favoured nation.

Their persons, families, suites, establishments, residences and correspondence shall be held inviolable. They shall be at liberty to select and appoint their own officers, couriers, interpreters, servants and attendants without any kind of molestation.

ARTICLE III.

Consular agents; privileges, immunities.

His Majesty the Emperer of Japan may appoint Consuls-General, Consuls, Vice-Consuls, and Consular Agents to reside at such of the ports, cities and towns of China, which are now, or may hereafter be, opened to foreign residence and trade, as the interests of the Empire of Japan may require.

These officers shall be treated with due respect by the Chinese Authorities, and they shall enjoy all the attributes, authority, jurisdiction, privileges and immunities which are, or may hereafter be, extended to similar officers of the nation most favoured in these respects.

His Majesty the Emperor of China may likewise appoint Consuls-General, Consuls, Vice-Consuls and Consular Agents to reside at any or all of those places in Japan, where Consular officers of other nations are now, or may hereafter, be admitted, and, saving in the matter of jurisdiction in respect of Chinese subjects and property in Japan, which is reserved to the Japanese Judicial Courts, they shall enjoy the rights and privileges that are usually accorded to such officers.

ARTICLE IV.

Residential, trading, and other rights of Japanese in China.

Japanese subjects may, with their families, employés and servants, frequent, reside and carry on trade, industries and manufactures, or pursue any other lawful avocations in all the ports, cities and towns of China, which are now, or may hereafter be, opened to foreign residence and trade. They are at liberty to proceed to or from any of the open ports with their merchandise and effects, and within the localities at those places which have already been, or may hereafter be, set apart for the use and occupation of foreigners, they are allowed to rent or

purchase houses, rent or lease land, and to build churches, cemeteries and hospitals, enjoying in all respects the same privileges and immunities as are now, or may hereafter be, granted to the subjects or citizens of the most favoured nation.

Article V.

Ports of call in China.

Japanese vessels may touch for the purpose of landing and shipping passengers and merchandise in accordance with the existing Rules and Regulations concerning foreign trade there at all those places in China, which are now ports of call, namely, Ngan-ching, Ta-tung, Hu-kow, Wu-sueh, Lu-chi-kow and Woosung and such other places as may hereafter be made ports of call also. If any vessel should unlawfully enter ports other than open ports and ports of call in China or carry on clandestine trade along the coast or rivers, the vessel with her cargo shall be subject to confiscation by the Chinese Government.

Article VI.

Passports.

Japanese subjects may travel, for their pleasure or for purposes of trade, to all parts of the interior of China, under passports issued by Japanese Consuls and countersigned by the Local Authorities. These passports, if demanded, must be produced for examination in the localities passed through. If the passports be not irregular, the bearers will be allowed to proceed and no opposition shall be offered to their hiring of persons, animals, carts or vessels for their own conveyance or for the carriage of their personal effects or merchandise. If they be without passports or if they commit any offence against the law, they shall be handed over to the nearest Consul for punishment, but they shall only be subject to necessary restraint and in no case to ill-usage. Such passports shall remain in force for a period of thirteen Chinese months from the date of issue. Any Japanese subject travelling in the interior without passport shall be liable to a fine not exceeding three hundred Taels. Japanese subjects may, however, without passports go on excursions from any of the ports open to trade, to a distance not exceeding one hundred Chinese *li* and for a period not exceeding five days. The provisions of this Article do not apply to crews of ships.

Article VII.

Chinese employed by Japanese.

Japanese subjects residing in the open ports of China may take into their service Chinese subjects and employ them in any lawful capacity without restraint or hindrance from the Chinese Government or Authorities.

ARTICLE VIII.

Hiring of boats. Monopolies. Smuggling.

Japanese subjects may hire whatever boats they please for the conveyance of cargo or passengers and the sum to be paid for such boats shall be settled between the parties themselves, without the interference of the Chinese Government or officers. No limit shall be put upon the number of boats, neither shall a monopoly in respect either of the boats or of the porters or coolies engaged in carrying goods be granted to any parties. If any smuggling takes place in them the offenders will of course be punished according to law.

ARTICLE IX.

Tariff. Favored-nation treatment.

The Tariffs and Tariff Rules now in force between China and the Western Powers shall be applicable to all articles upon importation into China by Japanese subjects or from Japan, or upon exportation from China by Japanese subjects or to Japan. It is clearly understood that all articles, the importation or exportation of which is not expressly limited or prohibited by the Tariffs and Tariff Rules existing between China and the Western Powers, may be freely imported into and exported from China, subject only to the payment of the stipulated import or export duties. But in no case shall Japanese subjects be called upon to pay in China other or higher import or export duties than are, or may be, paid by the subjects or citizens of the most favoured nation; nor shall any article imported into China from Japan or exported from China to Japan be charged upon such importation or exportation, other or higher duties than are now, or may hereafter be, imposed in China on the like article when imported from or exported to the nation most favoured in those respects.

ARTICLE X.

Exemption of all Japanese goods from transit and other taxes between open ports.

All articles duly imported into China by Japanese subjects or from Japan shall, while being transported, subject to the existing Regulations, from one open port to another, be wholly exempt from all taxes, imposts, duties, *lekin*, charges and exactions of every nature and kind whatsoever, irrespective of the nationality of the owner or possessor of the articles, or the nationality of the conveyance or vessel in which the transportation is made.

ARTICLE XI.

Transit dues.

It shall be at the option of any Japanese subject desiring to convey duly imported articles to an inland market to clear his goods of all transit duties by payment of a commutation

transit tax or duty, equal to one-half of the import duty in respect of dutiable articles, and two and half per cent. upon the value in respect of duty free articles; and on payment thereof a certificate shall be issued, which shall exempt the goods from all further inland charges whatsoever. It is understood that this Article does not apply to imported opium.

ARTICLE XII.

Goods purchased for exportation only subject to transit and export duties.

All Chinese goods and produce purchased by Japanese subjects in China elsewhere than at an open port thereof and intended for export abroad, shall in every part of China be freed from all taxes, imposts, duties, *lekin*, charges and exactions of every nature and kind whatsoever, saving only export duties when exported, upon the payment of a commutation transit tax or duty calculated at the rate mentioned in the last preceding Article substituting export duty for import duty, provided such goods and produce are actually exported to a foreign country within the period of twelve months from the date of the payment of the transit tax; all Chinese goods and produce purchased by Japanese subjects at the open ports of China and of which export to foreign countries is not prohibited shall be exempt from all internal taxes, imposts, duties, *lekin*, charges and exactions of every nature and kind whatsoever, saving only export duties upon exportation and all articles purchased by Japanese subjects in any part of China, may also, for the purposes of export abroad, be transported from open port to open port, subject to the existing Rules and Regulations.

ARTICLE XIII.

Re-exportation of foreign goods. Drawback certificates.

Merchandise of a *bona fide* foreign origin, in respect of which full import duty shall have been paid, may at any time within three years from the date of importation be re-exported from China by Japanese subjects to any foreign country, without the payment of any export duty; and the re-exporters shall, in addition, be entitled forthwith to receive from the Chinese Customs drawback certificates for the amount of import duty paid thereon, provided that the merchandise remains intact and unchanged in its original packages. Such drawback certificates shall be immediately redeemable in ready money by the Chinese Customs Authorities at the option of the holders thereof.

ARTICLE XIV.

Bonded warehouses.

The Chinese Government consents to the establishment of Bonded Warehouses at the several open ports of China. Regulations on the subject shall be made hereafter.

Article XV.

Tonnage dues.

Japanese merchant vessels of more than one hundred and fifty tons burden, entering the open ports of China, shall be charged tonnage dues at the rate of four *mace* per registered ton; if of one hundred and fifty tons and under, they shall be charged at the rate of one *mace* per registered ton. But any such vessel taking its departure within forty-eight hours after arrival, without breaking bulk, shall be exempt from the payment of tonnage dues.

Japanese vessels having paid the above specified tonnage dues shall thereafter be exempt from all tonnage dues in all the open ports and ports of call of China for the period of four months from the date of clearance from the port where the payment of such tonnage dues is made. Japanese vessels shall not, however, be required to pay tonnage dues for the period during which they are actually undergoing repairs in China.

No tonnage dues shall be payable on small vessels and boats employed by Japanese subjects in the conveyance of passengers, baggage, letters or duty free articles between any of the open ports of China. All small vessels and cargo boats, however, conveying merchandise which is, at the time of such conveyance, subject to duty, shall pay tonnage dues once in four months at the rate of one *mace* per ton.

No fee or charges other than tonnage dues shall be levied upon Japanese vessels and boats, and it is also understood that such vessels and boats shall not be required to pay other or higher tonnage dues than the vessels and boats of the most favoured nation.

Article XVI.

Use of pilots.

Any Japanese merchant vessel arriving at an open port of China shall be at liberty to engage the services of a pilot to take her into port. In like manner, after she has discharged all legal dues and duties and is ready to take her departure, she shall be allowed to employ a pilot to take her out of port.

Article XVII.

Vessels seeking place of refuge. Rescued cargo and persons.

Japanese merchant vessels compelled on account of injury sustained or any other cause to seek a place of refuge shall be permitted to enter any nearest port of China, without being subject to the payment of tonnage dues or duties upon goods landed in order that repairs to the vessel may be effected, provided the goods so landed remain under the supervision of the Customs Authorities. Should any such vessel be stranded or wrecked on the coast of China, the Chinese Authorities shall immediately adopt measures for rescuing the passengers and crew and for

securing the vessel and cargo. The persons thus saved shall receive friendly treatment, and, if necessary, shall be furnished with means of conveyance to the nearest Consular station. Should any Chinese merchant vessel be compelled on account of injury sustained or any other cause to seek a place of refuge in the nearest port of Japan, she shall likewise be treated in the same way by the Japanese Authorities.

ARTICLE XVIII.

Smuggling.

The Chinese Authorities at the several open ports shall adopt such means as they may judge most proper to prevent the revenue suffering from fraud or smuggling.

ARTICLE XIX.

Robbers and pirates.

If any Japanese vessel be plundered by Chinese robbers or pirates, it shall be the duty of the Chinese Authorities to use every endeavor to capture and punish the said robbers or pirates, and to recover and restore the stolen property.

ARTICLE XX.

Jurisdiction over Japanese persons and property.

Jurisdiction over the persons and property of Japanese subjects in China is reserved exclusively to the duly authorized Japanese Authorities, who shall hear and determine all cases brought against Japanese subjects or property by Japanese subjects, or by the subjects or citizens of any other Power, without the intervention of the Chinese Authorities.

ARTICLE XXI.

Mixed cases.

If the Chinese Authorities or a Chinese subject make any charge or complaint of a civil nature against Japanese subjects or in respect of Japanese property in China, the case shall be heard and decided by the Japanese Authorities.

In like manner all charges and complaints of a civil nature brought by Japanese Authorities or subjects in China against Chinese subjects or in respect of Chinese property, shall be heard and determined by the Chinese Authorities.

ARTICLE XXII.

Crimes and offenses.

Japanese subjects charged with the commission of any crimes or offences in China shall be tried, and, if found guilty, punished by the Japanese Authorities according to the laws of Japan.

In like manner Chinese subjects charged with the commission of any crimes or offences against Japanese subjects in China shall be tried, and, if found guilty, punished by the Chinese Authorities according to the laws of China.

ARTICLE XXIII.

Debts—absconding debtors.

Should any Chinese subject fail to discharge debts incurred to a Japanese subject, or should he fraudulently abscond, the Chinese Authorities will do their utmost to effect his arrest, and enforce recovery of the debts. The Japanese Authorities will likewise do their utmost to bring to justice any Japanese subject who fraudulently absconds or fails to discharge debts incurred by him to a Chinese subject.

ARTICLE XXIV.

Surrender of Japanese and Chinese absconding debtors.

If Japanese subjects in China, who have committed offences or have failed to discharge debts and fraudulently abscond, should flee to the interior of China or take refuge in houses occupied by Chinese subjects or on board of Chinese ships, the Chinese Authorities shall, at the request of the Japanese Consul, deliver them to the Japanese Authorities.

In like manner if Chinese subjects in China, who have committed offences or have failed to discharge debts and fraudulently abscond, should take refuge in houses occupied by Japanese subjects in China or on board of Japanese ships in Chinese waters, they shall be delivered up at the request of the Chinese Authorities made to the Japanese Authorities.

ARTICLE XXV.

Most favored nation treatment.

The Japanese Government and its subjects are hereby confirmed in all privileges, immunities and advantages conferred on them by the Treaty stipulations between Japan and China, which are now in force; and it is hereby expressly stipulated that the Japanese Government and its subjects will be allowed free and equal participation in all privileges, immunities and advantages that may have been, or may be hereafter, granted by His Majesty the Emperor of China to the Government or subjects of any other nation.

ARTICLE XXVI.

Revision.

It is agreed that either of the High Contracting Parties may demand a revision of the Tariffs and of the Commercial Articles of this Treaty at the end of ten years from the date of the exchange of the ratifications; but if no such demand be made on either side and no such revision be effected, within six months after the end of the first ten years, then the Treaty and Tariffs, in their present form, shall remain in force for ten years more, reckoned from the end of the preceding ten years, and so it shall be at the end of each successive period of ten years.

ARTICLE XXVII.

Rules and regulations putting treaty in effect.

The High Contracting Parties will agree upon Rules and Regulations necessary to give full effect to this Treaty. Until such Rules and Regulations are brought into actual operation, the Arrangements, Rules and Regulations subsisting between China and the Western Powers, so far as they are applicable and not inconsistent with the provisions of this Treaty, shall be binding between the Contracting Parties.

ARTICLE XXVIII.

English text authoritative.

The present Treaty is signed in the Japanese, Chinese and English languages. In order, however, to prevent future discussions, the Plenipotentiaries of the High Contracting Parties have agreed upon that in case of any divergence in the interpretation between the Japanese and Chinese texts of the Treaty, the difference shall be settled by reference to the English text.

ARTICLE XXIX.

The present Treaty shall be ratified by His Majesty the Emperor of Japan and His Majesty the Emperor of China, and the ratifications thereof shall be exchanged at Peking as soon as possible, and not later than three months from the present date.

In witness whereof, the respective Plenipotentiaries have signed the same, and have affixed thereto the seal of their arms.

Done at Peking this 21st day of the 7th month of the 29th year of Meiji, corresponding to the eleventh day of the sixth month of the 22nd year of Kuang Hsü.

[L. S.] HAYASHI TADASU

Shoshii, Grand Cross of the Imperial Order of the Sacred Treasure, Grand Officer of the Imperial Order of the Rising Sun, Minister Plenipotentiary and Envoy Extraordinary.

[L. S.] CHANG YEN HOON

Minister Plenipotentiary, Minister of the Tsungli-yamen, holding the rank of the President of a Board and Senior Vice President of the Board of Revenue.

PROTOCOL SUPPLEMENTARY TO THE TREATY OF COMMERCE AND NAVIGATION OF JULY 21, 1896.

SIGNED AT PEKING, OCTOBER 19, 1896.

[Translation.]

The following four Articles are hereby agreed to by Baron Hayashi Tadasu (Sho-shi-i, Decoration of the 1st Class), Envoy Extraordinary and Minister Plenipotentiary of Japan, and the Ministers Plenipotentiary, ministers of the Tsungli-ya-men, of China, to wit:

ART. I. It is hereby agreed that special Japanese settlements shall be formed at the places newly opened to commerce, and that affairs relating to roads and police shall be under the sole control of the Japanese consul.

ART. II. Regulations with respect to steamers or ships owned or chartered by Japanese subjects at Suchow, Hangchow, and Shanghai shall be determined after conference with Japan, on the basis of the Provisional Regulations for the conduct of business by foreign merchants at those places, issued by the Shanghai Customs on August of third, the twenty-second year of Kwang Hsü.

ART. III. The Government of Japan concedes the right of the Chinese Government to enforce on articles manufactured by Japanese subjects in China such a tax as may seem expedient, provided that the said tax shall not differ from, or exceed, the tax paid by Chinese subjects. The Chinese Government shall, when the Japanese Government so desires, immediately provide sites for the formation of special Japanese Settlements in Shanghai, Tientsin, Amoy, and Hankow.

ART. IV. Instructions shall be issued to the official in command in Shangtung, that no Chinese troops shall approach, or take possession of any position, within 5 Japanese *ri*, or about 40 Chinese *li*, of the limit of any positions held by Japanese forces in accordance with treaty stipulations.

The above Protocol shall be drawn up in the Chinese and Japanese languages and after comparison, the two copies shall be signed and sealed, each party taking one of the copies.

(Signed)	HAYASHI TADASU.
"	PRINCE KING.
"	YIN LU.
"	CHANG YEN-HOON.

Nineteenth day, tenth month, twenty-ninth year of Meiji; thirteenth day, ninth month, twenty-second year of Kuang-Hsü (19th October, 1896).

No. 7.

GREAT BRITAIN.

AGREEMENT BETWEEN GREAT BRITAIN AND CHINA, MODIFYING THE CONVENTION OF MARCH 1, 1894, RELATIVE TO BURMAH AND TIBET.[a]

SIGNED AT PEKING, FEBRUARY 4, 1897.
RATIFICATIONS EXCHANGED AT PEKING, JUNE 5, 1897.

In consideration of the Government of Great Britain consenting to waive its objections to the alienation by China, by the Convention with France of the 20th June, 1895,[b] of territory forming a portion of Kiang Hung, in derogation of the provisions of the Convention between Great Britain and China of the 1st March, 1894, it has been agreed between the Governments of Great Britain and China that the following additions and alterations shall be made in the last-named Convention, hereinafter referred to as the original Convention:—

ART. I. It is agreed that the frontier between the two Empires from latitude 25° 35′ north shall run as follows:

Frontier line.

Commencing at the high peak situated approximately in that latitude and in longitude 98° 14′ east of Greenwich and 18° 16′ west of Peking, the line shall follow, as far as possible, the crest of the hills running in a south-westerly direction to Warung Peak (Kaulyang), and shall extend thence to Sabu Pum.

From Sabu Pum the frontier shall run in a line along the watershed slightly to the south of west through Shatrung Pum to Namienku Pum.

Thence it shall follow a line to be fixed after local investigation, dividing the Szis and the Kumsas as far as the Tabak Kha; thence the Tabak Kha to the Namtabet; thence the Namtabet to the Paknoi Kha; thence the Paknoi Kha to its source near Talang Pum; thence the Talang Pum ridge to Bumra Shikong.

From Bumra Shikong the frontier shall follow a line running in a south-west direction to the Laisa Kha; thence the Laisa Kha to the Molè stream, running between Kadôn and Laisa; thence the Molè to its confluence with the Cheyang Kha; thence the Cheyang Kha to Alaw Pum; thence the Nampaung stream to the Taping.

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[a] *British and Foreign State Papers*, 1896–1897. Vol. LXXXIX, pp. 25–30.
[b] See, supra, p. 21, footnote [b].

THE TAPING TO THE SHWELI RIVER.

II. From the junction of the Taping and the Nampaung streams the frontier shall follow the Taping to the neighbourhood of the Lwalaing ridge; thence a line running approximately along the Lwalaing ridge and the Lwalaing stream to the Namwan; thence the Namwan to its junction with the Shweli.

Great Britain engages to recognize as belonging to China the tract to the south of the Namwan River, near Namkhai, which is enclosed to the west by a branch of the Nam Mak River and the Mawsiu range of hills up to Loi Chow Peak, and thence by the range running in a north-easterly direction to the Shweli River.

In the whole of this area China shall not exercise any jurisdiction or authority whatever. The administration and control will be entirely conducted by the British Government, who will hold it on a perpetual lease from China, paying a rent for it, the amount of which shall be fixed hereafter.

Jurisdiction.

THE SHWELI TO THE MEKONG.

III. From the junction of the Namwan and Shweli the frontier shall follow the northern boundary of the State of North Hsinwi, as at present constituted, to the Salween, leaving to China the loop of the Shweli River, and almost the whole of Wanting, Mong-ko, and Mong-ka.

Starting from the point where the Shweli turns northward near Namswan, i. e. from its junction with the Namyang, the frontier shall ascend this latter stream to its source in the Mong-ko Hills, in about latitude 24° 7′ and longitude 98° 15′, thence continue along a wooded spur to the Salween at its junction with the Namoi stream. The line shall then ascend the Salween till it meets the northwest boundary of Kokang, and shall continue along the eastern frontier of Kokang till it meets the Kunlong circle, leaving the whole circle of Kunlong to Great Britain.

The frontier shall then follow the course of the river forming the boundary between Somu, which belongs to Great Britain, and Mêng Ting, which belongs to China. It shall still continue to follow the frontier between those two districts, which is locally well-known, to where it leaves the aforesaid river and ascends the hills, and shall then follow the line of water parting between the tributaries of the Salween and the Mekong Rivers, from about longitude 99° east of Greenwich (17° 30′ west of Peking), and latitude 23° 20′, to a point about longitude 99° 40′ east of Greenwich (16° 50′ west of Peking) and latitude 23°, leaving to China the Tsawbwaships of Kêng Ma, Mengtung, and Mengko.

At the last named point of longitude and latitude the line strikes a very lofty mountain range, called Kong-Ming-Shan, which it shall

follow in a southerly direction to about longitude 99° 30′ east of Greenwich (17° west of Peking), and latitude 22° 30′, leaving to China the district of Chen-pien T'ing. Then, descending the western slope of the hills to the Namka River, it will follow the course of that river for about 10 minutes of latitude, leaving Munglem to China and Manglün to Great Britain.

The frontier shall then follow the boundary between Munglem and Kiang Tong, which is locally well known, diverging from the Namka River a little to the north of latitude 22°, in a direction somewhat south of east, and generally following the crest of the hills till it strikes the Namlam River in about latitude 21° 45′ and longitude 100° east of Greenwich (16° 30′ west of Peking).

It shall then follow the boundary between Kiang Tong and Kiang Hung, which is generally formed by the Namlam River, with the exception of a small strip of territory belonging to Kiang Hung, which lies to the west of that river, just south of the last-named parallel of latitude. On reaching the boundary of Western Kyaing Chaing, in about latitude 21° 27′ and longitude 100° 12′ east of Greenwich (16° 18′ west of Peking), the frontier shall follow the boundary between that district and Kiang Hung until it reaches the Mekong River.

IV. (No addition to original Convention.)

V. It is agreed that China will not cede to any other nation either Mung Lem or any part of Kiang Hung on the right bank of the Mekong, or any part of Kiang Hung now in her possession on the left bank of that river, without previously coming to an arrangement with Great Britain.

VI. Article VI of the original Convention shall be held to be modified as follows:

It is agreed that, in order to avoid any local contention, the alignments of the frontier described in the present Agreement shall be verified and demarcated, and, in the event of their being found defective at any point, rectified by a Joint Commission appointed by the Governments of Great Britain and China, and that the said Commission shall meet, at a place hereafter to be determined by the two Governments, not later than twelve months from the date of the signature of the present Agreement, and shall terminate its labours in not more than three years from the date of its first meeting.

If a strict adherence to the line described would intersect any districts, tribal territories, towns, or villages, the Boundary Commission shall be empowered to modify the line on the basis of mutual concessions. If the members of the Commission are unable to agree on any point, the matter of disagreement shall at once be referred to their respective Governments.

VII. (No addition to original Convention)

VIII. (No addition to original Convention)

IX. Add as follows:—

Trade routes to be opened.

In addition to the Manwyne and Sansi routes sanctioned by the Convention of 1894, the Governments of Great Britain and China agree that any other routes, the opening of which the Boundary Commissioners may find to be in the interests of trade, shall be sanctioned on the same terms as those mentioned above.

X. (No addition to original Convention)

XI. (No addition to original Convention)

XII. Add as follows:—

Railways in Yünnan.

The Chinese Government agrees hereafter to consider whether the conditions of trade justify the construction of railways in Yünnan, and, in the event of their construction, agrees to connect them with the Burmese lines.

XIII. Whereas by the original Convention it was agreed that China might appoint a Consul in Burmah to reside at Rangoon; and that Great Britain might appoint a Consul to reside at Manwyne; and that the Consuls of the two Governments should each within the territories of the other enjoy the same privileges and immunities as the Consuls of the most favoured nation, and, further, that, in proportion as the commerce between Burmah and China increased, additional Consuls might be appointed by mutual consent to reside at such places in Burmah and Yünnan as the requirements of trade might seem to demand.

British and Chinese consular officers.

It has now been agreed that the Government of Great Britain may station a consul at Momein or Shunning-fu, as the Government of Great Britain may prefer, instead of at Manwyne, as stipulated in the original Convention, and also to station a Consul at Ssumao.

Trading rights.

British subjects aud persons under British protection may establish themselves, and trade at these places, under the same conditions as at the Treaty ports in China.

The Consuls appointed as above shall be on the same footing as regards correspondence and intercourse with Chinese officials as the British Consuls at the Treaty ports.

XIV. Instead of "Her Britannic Majesty's Consul at Manwyne" in the original Convention, read "Her Britannic Majesty's Consul at Shunning or Momein", in accordance with the change made in Article XIII.

XV. (No addition to original Convention)

XVI. (No addition to original Convention)

XVII. (No addition to original Convention)

XVIII. (No addition to original Convention)

XIX. Add as follows:—

Failing agreement as to the terms of revision, the present arrangements shall remain in force.

Special Article.—Whereas on the 20th day of January, 1896, the Tsung-li Yamên addressed an official despatch to Her Majesty's Chargé d'Affaires at Peking, informing him that on the 30th day of December, 1895, they had submitted a Memorial respecting the opening of ports on the West River to foreign trade, and had received an Imperial Decree in approval, of which they officially communicated a copy.

Wuchou-fu in Kwangsi and Samshui City and Kong Kun in Kwangtung opened to trade.

It has now been agreed that the following places, viz., Wuchow-fu, in Kwangsi, and Samshui City and Kong Kun Market, in Kwangtung, shall be opened as Treaty ports and Consular stations, with freedom of navigation for steamers between Samshui and Wuchow and Hong Kong and Canton, by a route from each of these latter places to be selected and notified in advance by the Imperial Maritime Customs, and that the following four places shall be established as ports of call for goods and passengers, under the same Regulations as the ports of call on the Yang-tzu River, namely, Kongmoon, Komchuk, Shiuhing and Takhing.

It is agreed that the present Agreement, together with the Special Article, shall come into force within four months of the date of signature, and that the ratifications thereof shall be exchanged at Peking as soon as possible.

In witness whereof the Undersigned, duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at Peking in triplicate—three copies in English, three in Chinese—the 4th day of February, in the year of our Lord 1897.

[L. S.] CLAUDE M. MACDONALD.

[L. S.] (Chinese signature of his Excellency Li.)

No. 8.

GERMANY.

CONVENTION BETWEEN THE GERMAN EMPIRE AND CHINA RESPECTING THE LEASE OF KIAO-CHAU.[a]

SIGNED AT PEKING, MARCH 6, 1898.

[Translation.]

The incidents connected with the Mission in the Prefecture of Tsao-chau-foo, in Shantung, being now closed, the Imperial Chinese Government consider it advisable to give a special proof of their grateful appreciation of the friendship shown to them by Germany. The Imperial German and the Imperial Chinese Governments, therefore, inspired by the equal and mutual wish to strengthen the bonds of friendship which unite the two countries, and to develop the economic and commercial relations between the subjects of the two States, have concluded the following separate Convention:—

ARTICLE I.

Rights ceded to German troops.

His Majesty the Emperor of China, guided by the intention to strengthen the friendly relations between China and Germany, and at the same time to increase the military readiness of the Chinese Empire, engages, while reserving to himself all rights of sovereignty in a zone of 50 kilom. (100 Chinese *li*) surrounding the Bay of Kiao-chau at high-water, to permit the free passage of German troops within this zone at any time, as also to abstain from taking any measures, or issuing any Ordinances therein, without the previous consent of the German Government, and especially to place no obstacle in the way of any regulation of the water-courses which may prove to be necessary. His Majesty the Emperor of China, at the same time, reserves to himself the right to station troops within that zone, in agreement with the German Government, and to take other military measures.

Rights reserved.

[a] *Das Staatsarchiv*, vol. 61, No. 11518. Kiao-chau was declared a free port on September 2, 1898. See *Reichsanzeiger*, September 5, 1898.

ARTICLE II.

Territory leased.

With the intention of meeting the legitimate desire of His Majesty the German Emperor, that Germany, like other Powers, should hold a place on the Chinese coast for the repair and equipment of her ships, for the storage of materials and provisions for the same, and for other arrangements connected therewith, His Majesty the Emperor of China cedes to Germany on lease, provisionally for ninety-nine years, both sides of the entrance to the Bay of Kiao-chau. Germany engages to construct, at a suitable moment, on the territory thus ceded, fortifications for the protection of the buildings to be constructed there and of the entrance to the harbour.

ARTICLE III.

Limits of territory leased.

In order to avoid the possibility of conflicts, the Imperial Chinese Government will abstain from exercising rights of sovereignty in the ceded territory during the term of the lease, and leaves the exercise of the same to Germany within the following limits:—

(1.) On the northern side of the entrance to the bay:

The peninsula bounded to the north-east by a line drawn from the north-eastern corner of Potato Island to Loshan Harbour.

(2.) On the southern side of the entrance to the bay:

The peninsula bounded to the south-west by a line drawn from the south-westernmost point of the bay lying to the south-south-west of Chiposan Island in the direction of Tolosan Island.

(3.) The Island of Chiposan and Potato Island.

(4.) The whole water area of the bay up to the highest water-mark at present known.

(5.) All islands lying seaward from Kiao-chau Bay, which may be of importance for its defence, such as Tolosan, Chalienchow, &c.

Delimitation.

The High Contracting Parties reserve to themselves to delimitate more accurately, in accordance with local traditions, the boundaries of the territory leased to Germany and of the 50-kilom. zone round the bay, by means of Commissioners to be appointed on both sides.

Rights of Chinese ships in Kiao-chau Bay.

Chinese ships of war and merchant-vessels shall enjoy the same privileges in the Bay of Kiao-chau as the ships of other nations on friendly terms with Germany; and the entrance, departure, and sojourn of Chinese ships in the bay shall not be subject to any restrictions other than those which the Imperial German Government, in virtue of the rights of sovereignty over the whole of the water area of the bay transferred to Germany, may at any time find it necessary to impose with regard to the ships of other nations.

ARTICLE IV.

Navigation signals. Germany engages to construct the necessary navigation signals on the islands and shallows at the entrance of the bay.

Port dues. No dues shall be demanded from Chinese ships of war and merchant-vessels in the Bay of Kiao-chau, except those which may be levied upon other vessels for the purpose of maintaining the necessary harbour arrangements and quays.

ARTICLE V.

Return of leased territory. Should Germany at some future time express the wish to return Kiao-chau Bay to China before the expiration of the lease, China engages to refund to Germany the expenditure she has incurred at Kiao-chau, and to cede to Germany a more suitable place.

Germany engages at no time to sublet the territory leased from China to another Power.

Chinese in leased territory. The Chinese population dwelling in the ceded territory shall at all times enjoy the protection of the German Government, provided that they behave in conformity with law and order; unless their land is required for other purposes they may remain there.

If land belonging to Chinese owners is required for any other purpose, the owner will receive compensation therefor.

Customs stations. As regards the re-establishment of Chinese customs stations which formerly existed outside the ceded territory, but within the 50-kilom. zone, the Imperial German Government intends to come to an agreement with the Chinese Government for the definitive regulation of the customs frontier, and the mode of collecting customs duties, in a manner which will safeguard all the interests of China, and proposes to enter into further negotiations on the subject.

SECTIONS II AND III.[a]

Railways in Shantung. I. The Chinese Government sanctions the construction by Germany of two lines of railway in Shantung. The first will run from Kiao-chau and Tsinan-fu to the boundary of Shantung province *viâ* Wei-hsien, Tsinchow, Pashan,

[a] The following sections of the German-Chinese Agreement of March 6, 1898, have never been made public by the German Government, but have been privately communicated to persons interested in the development of the Protectorate. See Proceedings before the Budget Commission of the Reichstag, April 29, 1898 in Brit. Blue Book, *China No. 1 (1899)*, p. 67. See also for Précis of these Sections of the Agreement Brit. Blue Book, *China 1 (1899)*, p. 152. The text as given here of these sections of the Agreement is based on unofficial publications, but is, it is believed, substantially correct.

Tsechuen and Suiping. The second line will connect Kiao-chau with Chinchow, whence an extension will be constructed to Tsinan through Laiwu-hsien. The construction of this extension shall not be begun until the first part of the line, the main line, is completed, in order to give the Chinese an opportunity of connecting this line in the most advantageous manner with their own railway system. What places the line from Tsinan-fu to the provincial boundary shall take in *en route* is to be determined hereafter.

Railway company to be organized.

II. In order to carry out the above mentioned railway work a Chino-German Company shall be formed, with branches at whatever places may be necessary, and in this Company both German and Chinese subjects shall be at liberty to invest money if they so choose, and appoint directors for the management of the undertaking.

Mode of carrying out works.

III. All arrangements in connection with the works specified shall be determined by a future conference of German and Chinese representatives. The Chinese Government shall afford every facility and protection and extend every welcome to representatives of the German Railway Company operating in Chinese territory.

Division of profits. German intentions.

Profits derived from the working of these railways shall be justly divided *pro rata* between the shareholders without regard to nationality. The object of constructing these lines is solely the development of commerce. In inaugurating a railway system in Shantung Germany entertains no treacherous intention towards China, and undertakes not to unlawfully seize any land in the province.

Mines and mining.

IV. The Chinese Government will allow German subjects to hold and develop mining property for a distance of 30 li from each side of these railways and along the whole extent of the lines. The following places where mining operations may be carried on are particularly specified along the northern railway from Kiao-chau to Tsinan, Wei-hsien, Pa-shan-hsien and various other points; and along the Southern Kiao-chau-Tsinan Chinchow line, Chinchow-fu, Laiwu-hsien, etc.

Chinese investors.

Chinese capital may be invested in these operations and arrangements for carrying on the work shall hereafter be made by a joint conference of Chinese and German representatives.

Protection to miners.

All German subjects engaged in such works in Chinese territory shall be properly protected and welcomed by the Chinese authorities and all profits derived shall be fairly divided between Chinese and German shareholders according to the extent of the interest they hold in the undertakings.

German intentions.

In trying to develop mining property in China, Germany is actuated by no treacherous motives against this country, but seeks alone to increase commerce and improve the relations between the two countries.

Preferential treatment promised Germans.

The Chinese Government binds itself in all cases where foreign assistance, in persons, capital or material, may be needed for any purpose whatever within the Province of Shantung, to offer the said work or supplying of materials, in the first instance to German manufacturers and merchants engaged in undertakings of the kind in question.

In case German manufacturers and merchants are not inclined to undertake the performance of such works or the furnishing of materials, China shall then be at liberty to act as she pleases.

The above Agreement shall be ratified by the Sovereigns of both the Contracting States, and the ratifications exchanged in such manner that, after the receipt in Berlin of the Treaty ratified by China, the copy ratified by Germany shall be handed to the Chinese Minister in Berlin.

The foregoing Treaty has been drawn up in four copies, two in German and two in Chinese, and was signed by the Representatives of the two Contracting States on the 6th March, 1898, corresponding to the 14th day of the second month in the twenty-fourth year Kuang-hsü.

(Great Seal of the Tsung-li Yamên.)

The Imperial German Minister,

(Signed) Baron von HEYKING.

LI HUNG-CHANG (in Chinese),
Imperial Chinese Grand Secretary,
Minister of the Tsung-li Yamên, &c., &c.

WENG TUNG-HO (in Chinese),
Imperial Chinese Grand Secretary, Member of the Council of State, Minister of the Tsung-li Yamên, &c., &c.

No. 9.

RUSSIA.

CONVENTION BETWEEN RUSSIA AND CHINA FOR LEASE TO RUSSIA OF PORT ARTHUR, TALIENWAN, AND THE ADJACENT WATERS.[a]

SIGNED AT PEKING, MARCH 27, 1898.

[Translation.]

ON the 6th day of the 3rd moon of the 24th year of Kuang Hsü (27th March, 1898), His Majesty the Emperor of China especially deputed the Grand Secretary Li, and the Vice-President of the Board of Revenue Chang, as Plenipotentiaries to settle the matters connected with the loan of Port Arthur and Talienwan, with the Russian Chargé d'Affaires Pavloff.

The Convention drawn up is as follows:—

ARTICLE I. In order for the protection of the Russian fleet, and (to enable it) to have a secure base on the north coast of China, His Majesty the Emperor of China agrees to lease to Russia Port Arthur, Talienwan, and the adjacent waters. But this lease is to be without prejudice to China's authority in that territory.

Necessity for lease.

ART. II. The boundary of the territory leased in pursuance of the foregoing extends from Talienwan northward in accordance with the requirements (of the situation) on land, and of the protection of the territory, and permission shall be given for its being placed at whatever distance may be necessary.

Boundaries.

The exact boundary and the other details of this Convention, shall be jointly arranged at St. Petersburgh with Hsü Ta-jên, after the signature of this Convention, with all possible expedition, and a separate special Article drawn up. After the boundary has been decided, all the territory included in it, and the adjacent waters shall be entirely handed over to Russia to use under lease.

ART. III. The term of lease is fixed as twenty-five years from the date of signature. On expiration an extension of the term may be arranged between the two countries.

Term of lease.

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[a] From British Parliamentary Blue Book, *China, No. 1.* (*1899*), p. 128.

The text of this convention has not been made public by the Russian Government; as given here it is a translation of "a Chinese précis of the agreement." H. Cordier, *Hist. des Rel.*, III, 362, supplies a French version, but it is only a translation of the English here printed.

ART. IV. Within the term fixed, in the territory leased to Russia, and in the adjacent waters, all movements of forces, whether naval or military, and (the appointment of) high officials to govern the districts, shall be entirely left to Russian officers, one man being made responsible, but he is not to have the title of Governor-General or Governor.

Rights in leased territory.

No Chinese troops of any kind whatever are to be allowed to be stationed within this boundary. Chinese within the boundary may leave or remain at their pleasure, and are not to be driven away.

Should any criminal cases occur, the criminal is to be handed over to the nearest Chinese official to be punished according to law, in accordance with the arrangement laid down by the VIIIth Article of the Russian-Chinese Treaty of the 10th year of Hsien Fêng (1860).

Chinese criminals.

ART. V. To the north of the territory leased there shall be left a piece of territory, the extent of which is to be arranged by Hsü Ta-jên and the Russian Foreign Office. This piece is to be entirely left to Chinese officials, but no Chinese troops are to enter it, except after arrangement with the Russian officials.

Neutral strip.

ART. VI. The Governments of the two countries agree that, as Port Arthur is solely a naval port, only Russian and Chinese vessels are to be allowed to use it, and it is to be considered a closed port as far as the war and merchant-vessels of the other Powers are concerned.

Port Arthur a closed port.

As to Talienwan, with the exception of a part within the port which, like Port Arthur, is to be reserved for the use of Russian and Chinese men-of-war, the remainder is to be a trading port, where the merchant-vessels of all countries can freely come and go.

Talienwan a trading port.

ART. VII. Russia definitely recognizes the territory leased, but Port Arthur and Talienwan are of special importance. (As to) provision of funds, she will herself erect what buildings are required for the naval or military forces, for the erection of batteries, or barracks for the garrisons, and generally provide all the funds required.[a]

ART. VIII. The Chinese Government agree that the principle of the permission given in the 22nd year of Kuang Hsü (1896) to the Manchurian Railway Company for the construction of a railway shall now, from the date of signature, be extended to the construction of a branch line from a certain station on the aforesaid main line to Talienwan, or, if necessity

Railway to be extended.

[a] The text of this article as given in A. Hosie, *Manchuria*, 47, is much clearer and is probably more correct. It reads: "Port Arthur and Ta-lien-wan are the points in the territory leased most important for Russian military purposes. Russia shall, therefore, be at liberty to erect at her own expense forts and build barracks and provide defenses at such places as she desires."

requires, the same principle shall be extended to the construction of a branch line from the main line to a convenient point on the sea-coast in the Liaotung Peninsula, between Ying-tzu (Newchwang) and the Yalu River.

The provisions of the Agreement of the 8th September, 1896, between the Chinese Government and the Russo-Chinese Bank shall be strictly observed with regard to the branch line above mentioned. The direction of the line and the places it is to pass shall be arranged by Hsü Ta-jên and the Manchurian Railway Company. But this railway concession is never to be used as a pretext for encroachment on Chinese territory, nor to be allowed to interfere with Chinese authority or interests.

ART. IX. This Convention shall come into force from the date of exchange [*sic*] by the Plenipotentiaries of both countries. After Imperial ratification exchange shall take place at St. Petersburgh.

No. 11.

FRANCE.

CONVENTION FOR THE LEASE OF KUANG-CHOU WAN.[a]

SUBMITTED TO THE TSUNG-LI YAMEN, MAY 27, 1898.
RATIFIED BY CHINA, JANUARY 5, 1900.

[Translation.]

ARTICLE I.

Purpose of lease.

The Chinese Government, in consideration of its friendship for France, has given by a lease for 99 years Kuang-chou wan to the French Government to establish there a naval station with coaling depot, but it is understood that this shall not offset the sovereign rights of China over the territory ceded.

ARTICLE II.

Extent of territory leased.

The leased territory shall include the waters and ground necessary for the security, the provisioning and the normal development of the naval station and of the coaling depot, that is to say:

(*a*) The island of Tong-hai;

(*b*) The island of Nao-chou;

(*c*) At Lei-chou, a strip of land connecting a point of the coast south of Kiu-man sien (Tiao-man) and situated in 20° 50′ north latitude, with She-men in 21° 25′ north latitude along a strip roughly indicated on the annexed map.

(*d*) At Kao-chou, a strip of land comprised between 21° 25′ north latitude and 21° 04′ north latitude, along a strip roughly indicated on the annexed map.

(*e*) The small islands situated inside of Kuang-chou wan, as well as the interior and exterior waters of the bay, and the exterior waters of Nao-chou and of Tong-hai, within the limits recognized in international law (six marine miles).

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[a] *Documents Diplomatiques, Chine, 1898–1899*, pp. 2–4. This lease was agreed to by China on April 10, 1898. (See *infra*, No. 36.) On the organization of the leased territory, see *Arrêtés Ministériels*, 27th and 31st January, 1900, in *Situation de l'Indo-Chine (1897–1901)*, p. 117. Kuang-chou was made a free port in 1900.

The exact limits on the continent of Lei-chou and of Kao-chou shall be fixed, after the signing of the present convention, when special surveys shall have been made by officials designated by the two Governments. Said officials shall begin their work without delay, so that all possible misunderstanding between the two countries shall be obviated.

ARTICLE III.

Administration.

The territory shall be governed and administered during the 99 years of the lease by France alone, so that all possible misunderstanding between the two countries shall be obviated.

Rights of native inhabitants.

The inhabitants shall continue to enjoy their property; they may continue to inhabit the leased territory and pursue their labors and occupations, under the protection of France, so long as they respect its laws and regulations. France shall pay an equitable price to the native property owners for the land which it may wish to acquire.

ARTICLE IV.

Right to garrison and to insure navigation.

France may erect fortifications, place garrisons of troops or take any other defensive measure on the leased land.

She may erect lighthouses, set buoys and signals useful for navigation on the leased territory, along the islands and coasts, and, in a general way, take all measures and adopt all plans to insure the freedom and safety of navigation.

ARTICLE V.

Rights of treaty power vessels in leased territory.

Steamers of China as well as the ships of the Powers having diplomatic and commercial relations with her, shall be treated within the leased territory in the same manner as in the opened part of China.

Light-house and tonnage dues.

France may issue all regulations she may wish for the administration of the territory and of the ports and particularly levy lighthouse and tonnage dues destined to cover the expense of erecting and keeping up lights, beacons and signals, but such regulations and dues shall be impartially used for ships of all nationalities.

ARTICLE VI.

Extradition.

If cases of extradition should occur, they shall be dealt with according to the provisions of existing conventions between France and China, particularly those regulating the neighboring relations between China and Tongking.

ARTICLE VII.

Railway to be built.

The Chinese Government authorizes France to construct a railway connecting a point on the bay of Kuang-chou wan, by Lei chou, with a point to be designated on the west coast of Lei-chou, in the neighborhood of On-pu. This latter point shall be precisely designated later on.

China will give the land, but the expenses of building and working shall be borne by France. Chinese shall have the right to travel and trade on the railway, in accordance with the general tariff in force.

The mandarins must see to the protection of the railway and the stock, but the repairs and maintenance of said road and its stock shall be at the expense of France.

ARTICLE VIII.

Improvements at On-pu.

France may also, at the end of the line about On-pu, build landing stages, wharves, storehouses and hospitals, put up lights, buoys and signals. The nearest deep water anchorage to this terminus (territorial waters) shall be exclusively reserved for French and Chinese ships of war, those of the latter nationality only when neutral.

The present convention shall come into force at once. It shall be ratified at once by the Emperor of China, and when it shall have been ratified by the President of the French Republic, the exchange of ratifications shall take place at ——— within the briefest delay.

Done at Peking in eight copies, of which four are in the French language and four in Chinese, the ———, 1898.

No. 12.

GREAT BRITAIN.

CONVENTION BETWEEN THE UNITED KINGDOM AND CHINA RESPECTING AN EXTENSION OF HONG KONG TERRITORY.[a]

SIGNED AT PEKING, JUNE 9, 1898.
RATIFICATIONS EXCHANGED AT LONDON, AUGUST 6, 1898.

Whereas it has for many years past been recognized that an extension of Hong Kong territory is necessary for the proper defence and protection of the Colony,

It has now been agreed between the Governments of Great Britain and China that the limits of British territory shall be enlarged under lease to the extent indicated generally on the annexed map. The exact boundaries shall be hereafter fixed when proper surveys have been made by officials appointed by the two Governments. The term of this lease shall be ninety-nine years.

Territory leased.

It is at the same time agreed that within the city of Kowloon the Chinese officials now stationed there shall continue to exercise jurisdiction except so far as may be inconsistent with the military requirements for the defence of Hong Kong. Within the remainder of the newly-leased territory Great Britain shall have sole jurisdiction. Chinese officials and people shall be allowed as heretofore to use the road from Kowloon to Hsinan.

Jurisdiction in leased territory.

It is further agreed that the existing landing-place near Kowloon city shall be reserved for the convenience of Chinese men-of-war, merchant and passenger vessels, which may come and go and lie there at their pleasure; and for the convenience of movement of the officials and people within the city.

Rights of Chinese ships.

When hereafter China constructs a railway to the boundary of the Kowloon territory under British control, arrangements shall be discussed.

Railway.

It is further understood that there will be no expropriation or expulsion of the inhabitants of the district included within the extension, and that if land is required for public offices, fortifications, or the like official purposes, it shall be bought at a fair price.

Expropriation of natives.

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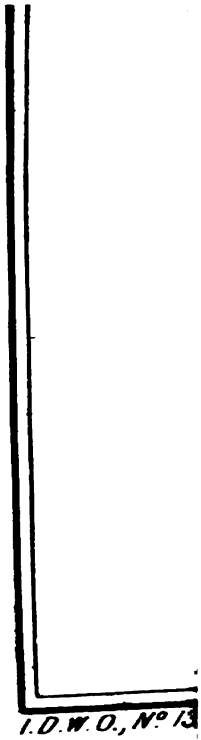
[a] *British Treaty Series. No. 16, 1898.*


I.O.W.O., No 13

If cases of extradition of criminals occur, they shall be dealt with in accordance with the existing Treaties between Great Britain and China and the Hong Kong Regulations.

Extradition.

The area leased to Great Britain as shown on the annexed map, includes the waters of Mirs Bay and Deep Bay, but it is agreed that Chinese vessels of war, whether neutral or otherwise, shall retain the right to use those waters.

Chinese war ships.

This Convention shall come into force on the first day of July, eighteen hundred and ninety-eight, being the thirteenth day of the fifth moon of the twenty-fourth year of Kuang Hsü. It shall be ratified by the Sovereigns of the two countries, and the ratifications shall be exchanged in London as soon as possible.

In witness whereof the Undersigned, duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at Peking in quadruplicate (four copies in English and four in Chinese) the ninth day of June, in the year of our Lord eighteen hundred and ninety-eight, being the twenty-first day of the fourth moon of the twenty-fourth year of Kuang Hsü.

[L. S.] CLAUDE M. MACDONALD.

[L. S.] (Seal of the Chinese Plenipotentiary.)

No. 13.

GREAT BRITAIN.

CONVENTION BETWEEN GREAT BRITAIN AND CHINA FOR THE LEASE OF WEI-HAI WEI.[a]

SIGNED AT PEKING, JULY 1, 1898.

In order to provide Great Britain with a suitable naval harbour in North China and for the better protection of British commerce in the neighbouring seas, the Government of His Majesty the Emperor of China agree to lease to the Government of Her Majesty the Queen of Great Britain and Ireland, Wei-hai Wei, in the province of Shantung and the adjacent waters, for so long a period as Port Arthur shall remain in the occupation of Russia.

Territory leased.

The territory leased shall comprise the Island of Liu-kung and all other islands in the Bay of Wei-hai Wei, and a belt of land 10 English miles wide along the entire coast line of the Bay of Wei-hai Wei. Within the above-mentioned territory leased Great Britain shall have sole jurisdiction.

Right to fortify.

Great Britain shall have, in addition, the right to erect fortifications, station troops, or take any other measures necessary for defensive purposes, at any points on or near the coast of the region east of the meridian 121° 40′ east of Greenwich, and to acquire on equitable compensation within that territory such sites as may be necessary for water supply, communications, and hospitals. Within that zone Chinese administration will not be interfered with, but no troops other than Chinese or British shall be allowed therein.

Jurisdictional rights.

It is also agreed that within the walled city of Wei-hai Wei, Chinese officials shall continue to exercise jurisdiction except so far as may be inconsistent with naval and military requirements for the defence of the territory leased.

Rights of Chinese war ships.

It is further agreed that Chinese vessels of war, whether neutral or otherwise, shall retain the right to use the waters herein leased to Great Britain.

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[a] British Parliamentary Blue Book, *China No. 1 (1899)*, p. 199. For limits of territory leased, see map facing p. 45, *supra*.

Expropriation of natives.

It is further understood that there will be no expropriation or expulsion of the inhabitants of the territory herein specified, and that if land is required for fortifications, public officers, or any official or public purpose, it shall be bought at a fair price.

This Convention shall come into force on signature. It shall be ratified by the Sovereigns of the two countries, and the ratifications shall be exchanged in London as soon as possible.

In witness whereof the undersigned, duly authorized thereto by their respective Governments, have signed the present agreement.

CLAUDE M. MACDONALD.

PRINCE CH'ING,
Senior Member of the Tsung-li Yamên.

LIAO SHOU-HÊNG,
President of Board of Punishments.

Done at Peking in quadruplicate (four copies in English and four in Chinese) the 1st day of July in the year of our Lord 1898, being the 13th day of the 5th moon of the 24th year of Kuang-hsü.

No. 14.

GREAT BRITAIN—GERMANY.

AGREEMENT BETWEEN GREAT BRITAIN AND GERMANY DEFINING THEIR MUTUAL POLICY IN CHINA.[a]

SIGNED AT LONDON, 16TH OCTOBER, 1900.

Her Britannic Majesty's Government and the Imperial German Government being desirous to maintain their interests in China and their rights under existing Treaties, have agreed to observe the following principles in regard to their mutual policy in China:

1. It is a matter of joint and permanent international interest that the ports on the rivers and littoral of China should remain free and open to trade and to every other legitimate form of economic activity for the nationals of all countries without distinction; and the two Governments agree on their part to uphold the same for all Chinese territory as far as they can exercise influence.

2. Her Britannic Majesty's Government and the Imperial German Government will not, on their part, make use of the present complication to obtain for themselves any territorial advantages in Chinese dominions, and will direct their policy towards maintaining undiminished the territorial condition of the Chinese Empire.

3. In case of another Power making use of the complications in China in order to obtain under any form whatever such territorial advantages, the two Contracting Parties reserve to themselves to come to a preliminary understanding as to the eventual steps to be taken for the protection of their own interests in China.

4. The two Governments will communicate this Agreement to the other Powers interested, and especially to Austria-Hungary, France, Italy, Japan, Russia, and the United States of America, and will invite them to accept the principles recorded in it.

SALISBURY.
HATZFELDT.

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[a] British Parliamentary Blue Book, *China, No. 5 (1900)*.

No. 15.

NEGOTIATIONS BETWEEN THE POWERS AND CHINA FOR SETTLEMENT OF THE DISTURBANCES OF 1900.

(1) JOINT NOTE SIGNED BY THE DIPLOMATIC REPRESENTATIVES AT PEKING OF GERMANY, AUSTRIA-HUNGARY, BELGIUM, SPAIN, THE UNITED STATES, FRANCE, GREAT BRITAIN, ITALY, JAPAN, THE NETHERLANDS, AND RUSSIA, EMBODYING CONDITIONS FOR REESTABLISHMENT OF NORMAL RELATIONS WITH CHINA.

SIGNED AT PEKING DECEMBER 22, 1900. HANDED TO THE CHINESE PLENIPOTENTIARIES, YI K'UANG (PRINCE CH'ING) AND LI HUNG-CHANG, ON DECEMBER 24, 1900.

[Translation from French.]

During the months of May, June, July, and August of the present year serious disturbances broke out in the northern provinces of China and crimes unprecedented in human history—crimes against the law of nations, against the laws of humanity, and against civilization—were committed under peculiarly odious circumstances. The principal of these crimes were the following:

1. On the 20th of June His Excellency Baron von Ketteler, German Minister, proceeding to the Tsungli Yamen, was murdered while in the exercise of his official duties by soldiers of the regular army, acting under orders of their chiefs.

2. The same day the foreign legations were attacked and besieged. These attacks continued without intermission until the 14th of August, on which date the arrival of foreign troops put an end to them. These attacks were made by regular troops, who joined the Boxers, and who obeyed orders of the Court, emanating from the Imperial Palace. At the same time the Chinese Government officially declared by its representatives abroad that it guaranteed the security of the legations.

3. The 11th of June Mr. Sugiyama, Chancellor of the Legation of Japan, in the discharge of an official mission, was killed by regulars at the gates of the city. At Peking and in several provinces foreigners were murdered, tortured, or attacked by Boxers and regular troops, and only owed their safety to their determined resistance. Their establishments were pillaged and destroyed.

4. Foreign cemeteries, at Peking, especially, were desecrated, the graves opened, the remains scattered abroad. These events led the

foreign Powers to send their troops to China in order to protect the lives of their Representatives and their nationals, and to restore order. During their march to Peking the Allied Forces met with the resistance of the Chinese armies and had to overcome it by force. China having recognized her responsibility, expressed her regrets, and manifested the desire to see an end put to the situation created by the disturbances referred to, the Powers have decided to accede to her request on the irrevocable conditions enumerated below, which they deem indispensable to expiate the crimes committed and to prevent their recurrence:

1. (*a*) Dispatch to Berlin of an extraordinary mission, headed by an Imperial Prince, to express the regrets of His Majesty the Emperor of China, and of the Chinese Government, for the murder of His Excellency the late Baron von Ketteler, German Minister.

(*b*) Erection on the place where the murder was committed of a commemorative monument suitable to the rank of the deceased, bearing an inscription in the Latin, German, and Chinese languages, expressing the regrets of the Emperor of China for the murder.

2. (*a*) The severest punishment in proportion to their crimes for the persons designated in the Imperial decree of September 25, 1900, and for those whom the Representatives of the Powers shall subsequently designate.

(*b*) Suspension of all official examinations for five years in all the towns where foreigners have been massacred, or have been subjected to cruel treatment.

3. Honorable reparation shall be made by the Chinese Government to the Japanese Government for the murder of Mr. Sugiyama, Chancellor of the Japanese Legation.

4. An expiatory monument shall be erected by the Imperial Chinese Government in each of the foreign or international cemeteries which have been desecrated and in which the graves have been destroyed.

5. Maintenance, under conditions to be settled between the Powers, of the prohibition of the importation of arms as well as of material used exclusively for the manufacturing of arms and ammunition.

6. Equitable indemnities for governments, societies, companies, and private individuals, as well as for Chinese who have suffered during the late events in person or in property in consequence of their being in the service of foreigners. China shall adopt financial measures acceptable to the Powers for the purpose of guaranteeing the payment of said indemnities and the interest and amortization of the loans.

7. Right for each Power to maintain a permanent guard for its legation and to put the legation quarter in a defensible condition. Chinese shall not have the right to reside in this quarter.

8. The Taku and other forts, which might impede free communication between Peking and the sea, shall be razed.

9. Right of military occupation of certain points, to be determined by an understanding between the Powers, for keeping open communication between the capital and the sea.

10. (*a*) The Chinese Government shall cause to be published during two years in all subprefectures an Imperial decree embodying:

Perpetual prohibition, under pain of death, of membership in any antiforeign society;

Enumeration of the punishments which shall have been inflicted on the guilty, together with the suspension of all official examinations in the towns where foreigners have been murdered or have been subjected to cruel treatment.

(*b*) An Imperial decree shall be issued and published everywhere in the Empire declaring that all Governors-General, Governors, and Provincial or local officials shall be responsible for order in their respective jurisdictions, and that whenever fresh antiforeign disturbances or any other treaty infractions occur, which are not forthwith suppressed and the guilty persons punished, they, the said officials, shall be immediately removed and forever prohibited from holding any office or honors.

11. The Chinese Government will undertake to negotiate the amendments to the treaties of commerce and navigation considered useful by the Powers, and upon other subjects connected with commercial relations, with the object of facilitating them.

12. The Chinese Government shall undertake to reform the Office of Foreign Affairs and to modify the court ceremonial relative to the reception of foreign Representatives in the manner which the Powers shall indicate.

Until the Chinese Government have complied with the above to the satisfaction of the Powers, the Undersigned can hold out no expectation that the occupation of Peking and the province of Chihli by the general forces can be brought to a conclusion.

Peking, December 22, 1900.

For Germany,	A. MUMM.
For Austria-Hungary,	M. CZIKANN.
For Belgium,	JOOSTENS.
For Spain,	B. J. DE COLOGAN.
For United States of America,	E. H. CONGER.
For France,	S. PICHON.
For Great Britain,	ERNEST SATOW.
For Italy,	SALVAGO RAGGI.
For Japan,	T. NISSI.
For Netherlands,	F. M. KNOBEL.
For Russia,	MICHEL DE GIERS.

(2) REPLY OF THE CHINESE PLENIPOTENTIARIES TO THE JOINT NOTE OF DECEMBER 22, 1900.

PEKING, JANUARY 16, 1901.

[Translation.]

Under date of December 24, 1900, the Plenipotentiaries of Germany, Austria-Hungary, Belgium, Spain, the United States, France, Great Britain, Italy, Japan, the Netherlands, and Russia, have sent Us the following Note:

(The Joint Note is here quoted textually and in its entirety):

We hastened to transmit the full text of this note to His Majesty the Emperor who, having taken cognizance of it, rendered the following decree:

"We have taken cognizance of the whole of the telegram of Yi K'uang and Li Hung-chang. It behooves Us to accept, in their entirety, the twelve articles which they have submitted to Us."

Consequently, we, Ch'ing, Prince of the first rank, Plenipotentiary, President of the Council of Foreign Affairs, and Li, Earl of the first rank, Su-yi, Plenipotentiary, Tutor to the Heir Apparent, Grand Secretary of the Wen-hua tien Throne Hall, Minister of Commerce, Superintendent of trade for the northern ports, Governor General of Chih-li,

Declare that we accept in their entirety the twelve articles which we have been requested to insure the transmission of to His Majesty the Emperor.

In witness of which we have signed the present protocol and we transmit to the foreign Plenipotentiaries a copy of the Edict of His Majesty the Emperor, bearing the Imperial Seal.

It is understood that in case of disagreement, the French text shall be authoritative.

PEKING, *16 January, 1901.*

(Signed) YI K'UANG
(Prince Ch'ing).

[L. S.] LI

(3) FINAL PROTOCOL SIGNED ON COMPLETION OF NEGOTIATIONS.

SIGNED AT PEKING SEPTEMBER 7, 1901.

[Translation from French.]

The Plenipotentiaries of Germany, His Excellency M. A. Mumm von Schwarzenstein; of Austria-Hungary, His Excellency M. M. Czikann von Wahlborn; of Belgium, His Excellency M. Joostens; of Spain, His Excellency M. B. J. de Cologan; of the United States, His Excellency M. W. W. Rockhill; of France, His Excellency M. Paul Beau; of Great Britain, His Excellency Sir Ernest Satow; of

Italy, His Excellency Marquis Salvago Raggi; of Japan, His Excellency M. Jutaro Komura; of the Netherlands, His Excellency M. F. M. Knobel; of Russia, His Excellency M. M. de Giers; and of China, His Highness Yi-K'uang Prince K'ing of the first rank, President of the Ministry of Foreign Affairs, and his Excellency, Li Hung-chang, Earl of Su-yi of the first rank, Tutor of the Heir Apparent, Grand Secretary of the Wen-hua Throne Hall, Minister of Commerce, Superintendent of Northern Trade, Governor-General of Chihli, have met for the purpose of declaring that China has complied to the satisfaction of the Powers with the conditions laid down in the Note of the 22nd of December, 1900, and which were accepted in their entirety by His Majesty the Emperor of China in a Decree dated the 27th of December 1900. (Annex No. 1)

ARTICLE I[a]

Expiatory mission to Berlin.

By an Imperial Edict of the 9th of June, last, (Annex No. 2), Tsai Feng, Prince Chün, was appointed Ambassador of His Majesty the Emperor of China, and directed in that capacity to convey to His Majesty the German Emperor the expression of the regrets of His Majesty the Emperor of China and of the Chinese Government for the assassination of His Excellency the late Baron von Ketteler, German Minister.

Prince Chün left Peking the 12th of July last to carry out the orders which had been given him.

ARTICLE I[b]

Expiatory monument to Baron von Ketteler.

The Chinese Government has stated that it will erect on the spot of the assassination of H. E. the late Baron von Ketteler a commemorative monument, worthy of the rank of the deceased, and bearing an inscription in the Latin, German and Chinese languages, which shall express the regrets of H. M. the Emperor of China for the murder committed.

Their Excellencies the Chinese Plenipotentiaries have informed His Excellency the German Plenipotentiary, in a letter dated the 22nd of July, last, (Annex No. 3) that an arch of the whole width of the street would be erected on the said spot, and that work on it was begun the 25th of June, last.

ARTICLE II[a]

Punishments inflicted on principal authors of outrages.

Imperial Edicts of the 13th and 21st of February, 1901 (Annexes Nos. 4, 5 and 6), inflicted the following punishments on the principal authors of the outrages and crimes committed against the Foreign Governments and their nationals:

Tsai-I Prince Tuan, and Tsai Lan Duke Fu-kuo, were sentenced to

be brought before the Autumnal Court of Assize for execution, and it was agreed that if the Emperor saw fit to grant them their lives, they should be exiled to Turkestan and there imprisoned for life, without the possibility of commutation of these punishments.

Tsai Hsün Prince Chuang, Ying-Nien, President of the Court of Censors, and Chao Shu-chiao, President of the Board of Punishments, were condemned to commit suicide.

Yü Hsien, Governor of Shanhsi, Ch'i Hsiu, President of the Board of Rites, and Hsü Cheng-yu, formerly Senior Vice President of the Board of Punishments, were condemned to death.

Posthumous degradation was inflicted on Kang Yi, Assistant Grand Secretary, President of the Board of Works, Hsü Tung, Grand Secretary, and Li Ping-heng, formerly Governor General of Szu-ch'uan.

Rehabilitation of deceased officials.

An Imperial Edict of February 13th, 1901 (Annex No. 7) rehabilitated the memories of Hsü Yung-yi, President of the Board of War, Li Shan, President of the Board of Works, Hsü Ching-cheng, Senior Vice President of the Board of Works, Lien Yuan, Vice Chancellor of the Grand Council, and Yuan Chang, Vice President of the Court of Sacrifices, who had been put to death for having protested against the outrageous breaches of International law of last year.

Prince Chuang committed suicide the 21st of February, 1901, Ying Nien and Chao Shu-chiao the 24th, Yü Hsien was executed the 22nd, Ch'i Hsiu and Hsü Cheng-yu on the 26th. Tung Fu-hsiang, General in Kan-su, has been deprived of his office by Imperial Edict of the 13th of February, 1901, pending the determination of the final punishment to be inflicted on him.

Imperial Edicts dated the 29th of April and 19th of August 1901, have inflicted various punishments on the provincial officials convicted of the crimes and outrages of last Summer.

ARTICLE II[b]

Suspension of official examinations.

An Imperial Edict promulgated the 19th of August, 1901 (Annex No. 8), ordered the suspension of official examinations for five years in all cities where foreigners were massacred or submitted to cruel treatment.

ARTICLE III

Expiatory mission to Japan.

So as to make honorable reparation for the assassination of Mr. Sugiyama, Chancellor of the Japanese Legation, His Majesty the Emperor of China by an Imperial Edict of the 18th of June 1901 (Annex No. 9), appointed Na Tung, Vice President of the Board of Finances, to be his Envoy Extraordinary and specially directed him to convey to His Majesty the

Emperor of Japan the expression of the regrets of H. M. the Emperor of China and of his Government at the assassination of the late Mr. Sugiyama.

ARTICLE IV

Expiatory monuments in desecrated cemeteries.

The Chinese Government has agreed to erect an expiatory monument in each of the foreign or international cemeteries which were desecrated and in which the tombs were destroyed.

It has been agreed with the Representatives of the Powers that the Legations interested shall settle the details for the erection of these monuments, China bearing all the expenses thereof, estimated at ten thousand taels for the cemeteries at Peking and in its neighborhood, and at five thousand taels for the cemeteries in the provinces. The amounts have been paid and the list of these cemeteries is enclosed herewith. (Annex No. 10).

ARTICLE V.

Prohibition of importation of arms, etc.

China has agreed to prohibit the importation into its territory of arms and ammunition, as well as of materials exclusively used for the manufacture of arms and ammunition.

An Imperial Edict has been issued on the 25th of August, 1901, (Annex No. 11), forbidding said importation for a term of two years. New Edicts may be issued subsequently extending this by other successive terms of two years in case of necessity recognized by the Powers.

ARTICLE VI.

Indemnity to the Powers.

By an Imperial Edict dated the 29th of May, 1901 (Annex No. 12), His Majesty the Emperor of China agreed to pay the Powers an indemnity of Four hundred and fifty millions of Haikwan taels.

This sum represents the total amount of the indemnities for States, Companies or Societies, private individuals and Chinese referred to in Article VI of the Note of December 22nd, 1900.

Amount of indemnity.

(a) These Four hundred and fifty millions constitute a gold debt calculated at the rate of the Haikwan Tael to the gold currency of each country, as indicated below.

Haikwan Tael = marks	3.055
= Austro-Hungary crown	3.595
= gold dollar	0.742
= francs	3.750
= pound sterling	0.3s 0d
= yen	1.407
= Netherlands florin	1.796
= gold rouble (17.424 dolias fine)	1.412

This sum in gold shall bear interest at 4 per cent. per annum, and the capital shall be reimbursed by China in thirty-nine years, in the manner indicated in the annexed plan of amortization. (Annex No. 13). Capital and interest shall be payable in gold or at the rates of exchange corresponding to the dates at which the different payments fall due.

Interest and reimbursement.

The amortization shall commence the 1st of January, 1902, and shall finish at the end of the year 1940. The amortizations are payable annually, the first payment being fixed on the 1st of January, 1903.

Amortization.

Interest shall run from the 1st of July, 1901, but the Chinese Government shall have the right to pay off within a term of three years beginning January 1902 the arrears of the first six months ending the 31st of December 1901, on condition, however, that it pays compound interest at the rate of four per cent. per annum on the sums the payments of which shall have thus been deferred.

Interest.

Interest shall be payable semi-annually, the first payment being fixed on the 1st of July 1902.

(b) The service of the debt shall take place in Shanghai, in the following manner:

Service of debt.

Each power shall be represented by a delegate on a commission of bankers authorized to receive the amount of interest and amortization which shall be paid to it by the Chinese authorities designated for that purpose, to divide it among the interested parties and to give a receipt for the same.

Commission of bankers. Its duties.

(c) The Chinese Government shall deliver to the Doyen of the Diplomatic Corps at Peking a bond for the lump sum, which shall subsequently be converted into fractional bonds bearing the signatures of the delegates of the Chinese Government designated for that purpose. This operation and all those relating to issuing of the bonds shall be performed by the above mentioned commission, in accordance with the instructions which the Powers shall send their delegates.

(d) The proceeds of the revenues assigned to the payment of the bonds shall be paid monthly to the Commission.

(e) The revenues assigned as security for the bonds are the following:

Revenues assigned as security for bonds.

1. The balance of the revenues of the Imperial Maritime Customs after payment of the interest and amortization of preceding loans secured on these revenues, plus the proceeds of the raising to five per cent. effective of the present tariff on maritime imports, including articles until now on the free list, but exempting foreign rice, cereals, and flour, gold and silver bullion and coin.

2. The revenues of the Native Customs, administered in the open ports by the Imperial Maritime Customs;

3. The total revenues of the salt gabelle, exclusive of the fraction previously set aside for other foreign loans.

The raising of the present tariff on imports to five per cent. effective is agreed to on the conditions mentioned below. It shall be put in force two months after the signing of the present protocol, and no exceptions shall be made except for merchandise shipped not more than ten days after the said signing.

Increase of tariff on imports.

1. All duties levied on imports *ad valorem* shall be converted as far as possible and as soon as may be into specific duties. This conversion shall be made in the following manner: The average value of merchandise at the time of their landing during the three years 1897, 1898 and 1899, that is to say, the market price less the amount of import duties and incidental expenses shall be taken as the basis for the valuation of merchandise.

Specific duties to be levied.

Pending the result of the work of conversion, duties shall be levied *ad valorem*.

2. The beds of the Rivers Peiho and Whangpoo shall be improved with the financial participation of China.

Improvement of Peiho and Whangpoo channels.

ARTICLE VII

The Chinese Government has agreed that the quarter occupied by the Legations shall be considered as one specially reserved for their use and placed under their exclusive control, in which Chinese shall not have the right to reside and which may be made defensible.

Quarter for legations in Peking.

The limits of this quarter have been fixed as follows on the annexed plan: (Annex No. 14)

On the West, the line 1, 2, 3, 4, 5

On the North, the line 5, 6, 7, 8, 9, 10

On the East, Ketteler Street (10, 11, 12)

On the South the line 12.1, drawn along the exterior base of the Tartar Wall and following the line of the bastions.

In the Protocol annexed to the letter of the 16th of January, 1901, China recognized the right of each Power to maintain a permanent guard in the said quarter for the defense of its Legation.

ARTICLE VIII

The Chinese Government has consented to raze the forts of Taku and those which might impede free communication between Peking and the sea; steps have been taken for carrying this out.

Razing of forts.

ARTICLE IX

Points to be occupied militarily by powers.

The Chinese Government has conceded the right to the Powers in the Protocol annexed to the letter of the 16th of January 1901 to occupy certain points, to be determined by an agreement between them for the maintenance of open communication between the capital and the sea. The points occupied by the Powers are:

Huang-tsun, Lang-fang, Yang-tsun, Tien-tsin, Chun-liang Cheng, Tong-ku, Lu-tai, Tong-shan, Lan-chou, Chang-li, Ch'in-wang Tao, Shan-hai Kuan.

ARTICLE X

Publication of edicts.

The Chinese Government has agreed to post and to have published during two years in all district cities the following Imperial Edicts:

(a) Edict of the 1st of February, 1901 (Annex No. 15), prohibiting for ever, under pain of death, membership in any anti-foreign society.

(b) Edicts of the 13th and 21st February, 29th April and 19th August, enumerating the punishments inflicted on the guilty;

(c) Edict of the 19th August, 1901, prohibiting examinations in all cities where foreigners were massacred or subjected to cruel treatment.

(d) Edict of the 1st of February, 1901 (Annex No. 16) declaring all Governors-General, Governors and Provincial or local officials responsible for order in their respective districts, and that in case of new anti-foreign troubles or other infractions of the treaties which shall not be immediately repressed and the authors of which shall not have been punished, these officials shall be immediately dismissed without possibility of being given new functions or new honors.

The posting of these Edicts is being carried on throughout the Empire.

ARTICLE XI

Revision of treaties of commerce.

The Chinese Government has agreed to negotiate the amendments deemed necessary by the Foreign Governments to the Treaties of Commerce and Navigation and the other subjects concerning commercial relations with the object of facilitating them.

Improvement of courses of Peiho and Whangpoo.

At present, and as a result of the stipulation contained in Article VI concerning the indemnity, the Chinese Government agrees to assist in the improvement of the courses of the rivers Peiho and Whangpoo, as stated below.

(a) The works for the improvement of the navigability of the Peiho, begun in 1898 with the co-operation of the Chinese Government, have

been resumed under the direction of an International Commission. As soon as the administration of Tientsin shall have been handed back to the Chinese Government it will be in a position to be represented on this Commission, and will pay each year a sum of Sixty thousand Haikwan Taels for maintaining the works.

Whangpoo conservancy board.

(b) A Conservancy Board, charged with the management and control of the works for straightening the Whangpoo and the improvement of the course of that river is hereby created.

This Board shall consist of members representing the interests of the Chinese Government and those of foreigners in the shipping trade of Shanghai.

The expenses incurred for the works and the general management of the undertaking are estimated at the annual sum of Four hundred and sixty thousand Haikwan Taels for the first twenty years. This sum shall be supplied in equal portions by the Chinese Government and the foreign interests concerned. Detailed stipulations concerning the composition, duties and revenues of the Conservancy Board are embodied in Annex No. 17.

ARTICLE XII

Reorganization of foreign office.

An Imperial Edict of the 24th of July 1901 (Annex No. 18), reformed the Office of Foreign Affairs, Tsung-li Yamên, on the lines indicated by the Powers, that is to say, transformed it into a Ministry of Foreign Affairs (Wai-wu Pu), which takes precedence over the six other Ministries of State; the same Edict appointed the principal members of this Ministry.

Court ceremonial at audiences.

An agreement has also been reached concerning the modification of Court ceremonial as regards the reception of Foreign Representatives and has been the subject of several notes from the Chinese Plenipotentiaries, the substance of which is embodied in a memorandum herewith annexed (Annex No. 19).

French text authoritative.

Finally, it is expressly understood that as regards the declarations specified above and the annexed documents originating with the Foreign Plenipotentiaries, the French text only is authoritative.

Dates of evacuation.

The Chinese Government having thus complied to the satisfaction of the Powers with the conditions laid down in the above mentioned Note of December 22nd, 1900, the Powers have agreed to accede to the wish of China to terminate the situation created by the disorders of the summer of 1900. In consequence thereof the Foreign Plenipotentiaries are authorized to declare in the names of their Governments that, with the exception of the Legation guards mentioned in Article VII, the International

troops will completely evacuate the City of Peking on the 17th September, 1901, and, with the exception of the localities mentioned in Article IX, will withdraw from the Province of Chihli on the 22d of September 1901.

The present final protocol has been drawn up in twelve identic copies and signed by all the Plenipotentiaries of the contracting countries One copy shall be given to each of the Foreign Plenipotentaries, and one copy shall be given to the Chinese Plenipotentiaries.

Peking, 7th September 1901.

A. v. MUMM
M. CZIKANN
JOOSTENS
B. J. DE COLOGAN
W. W. ROCKHILL
BEAU
ERNEST SATOW
SALVADO RAGGI
JUTARO KOMURA
M. DE GIERS

{ Signatures and seals of Chinese Plenipotentiaries. }

ANNEX No. 1.

IMPERIAL EDICT OF THE 27TH DECEMBER, 1900.

[Translation.]

[Seal of the Emperor.]

The 6th day of the 11th moon of the 26th year of Kuang-hsü (27 December, 1900), the following Edict was rendered:

"We have taken cognizance of the whole telegram of Yi-K'uang and Li Hung-chang. It is proper that We accept in their entirety the twelve articles which they have submitted to us."

"Respect this!"

ANNEX No. 2.

IMPERIAL EDICT OF THE 9TH OF JUNE, 1901.

[Translation.]

"We confer on Tsai Feng, Prince Ch'ün of the first rank, the title of Ambassador extraordinary, and We direct him to proceed to Germany to respectfully discharge the mission which We confide to him.

"Chang Yi, reader of the Grand Chancellery, and Yin Ch'ang, military Lieutenant-Governor, shall accompany him as secretaries.

"Respect this!"

ANNEX No. 3.

DESPATCH OF PRINCE CH'ING AND OF LI HUNG-CHANG OF THE 22 JULY, 1901, TO HIS EXCELLENCY M. DE MUMM, GERMAN PLENIPOTENTIARY.

[Translation.]

[Official reply.]

On the 3d day of the 5th moon of the present year (18th of June 1901), We have received from Your Excellency the following official communication:

"Messrs. Jui-liang, secretary, and Lien-fang, expectant taotai, delegates entrusted with carrying out Article I of the Joint Note providing for the erection of a commemorative monument on the place of the assassination of Baron von Ketteler, former Minister of Germany, commenced some time ago the discussion of the subject with my Legation, and have taken up the question of the plan of this monument.

"During frequent conversations they have stated that if it were necessary that a commemorative arch in marble, from Ta-li and extending the whole width of the avenue of Ch'ung-wen-men, should be erected on the spot of the assassination, the work would require a great deal of time, in view of the difficulty in transporting the materials; but as to adopting some other means, either of transferring to the place of the assassination an archway erected at the present time in some other spot, or of putting up a new arch, or of using an old archway to be transported to the place, they left this to the determination of my Government.

"I at once telegraphed my Government to inform me of its views.

"The reply which I have just received informs me that His Majesty the Emperor of Germany has himself decided that a new archway extending across the whole width of the street should be put up.

"I have consequently to urgently request you to take immediate steps, so that the work may begin at once."

We, Prince and Minister, have at once directed the said secretary and taotai to act in conformity. According to the report which they have sent us, "the work was begun on the 10th day of the 5th moon (25th of June) by the foundations. But a certain length of time is necessary for getting out the stone, cutting it and for the transportation of materials; and the only thing that can be done is to watch that the workmen use their best endeavors to carry on promptly the work."

Besides having directed that We should be kept informed of the execution of the work, We deem it necessary to send the present official reply to Your Excellency, requesting you to take note of it.

ANNEX No. 4.

IMPERIAL EDICT OF THE 13TH OF FEBRUARY, 1901.

[Translation.]

Since the 5th moon (end of May) the Boxers have created trouble in the capital and have begun hostilities against friendly countries. Yi-K'uang and Li Hung-chang are negotiating for peace at Peking with Representatives of the Powers, and a whole preliminary arrangement has already been signed.

(If) We consider the commencement of these events, we find that they are attributable to several stupid Princes and Ministers, insane, absolutely ignorant, turbulent, and who have ignored the laws. They had most absolute confidence in pernicious methods and have led on the Court. Not only did they refuse to obey Our orders to exterminate the Boxers, but they have been so far as to believe in them, and, stupidly, they began to attack (the Legations). So it was that this evil fire spread abroad, and circumstances did not permit of its being stopped, several tens of thousands of evil-doers having assembled at the elbow and the armpit (that is to say, at the most important points). Furthermore, the leaders forced generals and ignorant soldiers to attack the Legations, and so it befell that inconceivable evils persisted for several months.

The tutelary deities of the Empire have been in danger, the Imperial tombs and the temples of Ancestors have trembled, the country has been devastated; the inhabitants are plunged in misery. No words can express the dangers which We and H. M. the Empress Dowager have been exposed to. Our heart and Our head are still painful; Our tears and Our resentment are confounded. It is to you, Princes and Ministers, who, by believing in evil words and allowing evil-doers free hand, have put in danger in Heaven our Ancestors and Our gods, and who here below have caused the people to endure these calamities. Do you ask what punishments you deserve?

We have already issued two decrees. But, considering that such light punishment for such grievous faults could not be sufficient to make you expiate your crimes, We must impose upon you new and more severe punishments according to your degree of guilt.

Tsai-Hsün, Prince Chuang, already degraded, allowed the Boxers to attack the Legations. He, on his own authority, published proclamations contrary to the treaties; he lightly believed the statements of evil-doers; he unlawfully caused to be decapitated a great number of persons; he has shown himself, of a truth, vulgar and stupid. We invite him, as a favor, to commit suicide. We direct Ko-pao-hua, acting president of the Court of Censors, to go and see (that the suicide has taken place).

Tsai-I, Prince Tuan, already degraded, led away with him several Princes and Peilo (Princes of the 3d class). He foolishly gave heed

to the Boxers and stupidly advised fighting. So all these troubles broke out; his faults, of a truth, can not be ignored. Tsai-Lan, Duke Fu-kuo, reduced in rank, in concert with Tsai-Hsün, foolishly published proclamations contrary to the treaties. He should also be punished for his faults. We deprive them of their nobiliary titles, but, considering that they belong to our family, we order, by special act of grace, that they be sent to Hsin-chiang (Ili) where they shall be condemned to prison for life. Deputies shall be at first sent to watch them.

Yü-Hsien, degraded governor, foolishly believed, when formerly discharging the duties of governor in Shantung, in the charms of the Boxers. Arriving in Peking, he extolled them so highly that several Princes and Ministers fell under his evil influence. Being governor of Shansi, he massacred a great number of missionaries and Christians. He is worse than an imbecile, than a fool, than a murderer; he is the chief culprit and the author of all these calamities. He has already been sent to Hsin-chiang, and, believing that he has arrived in Kan-su, We order that, on the receipt of the order which We send, he shall be at once beheaded. We direct the Provincial Judge Ho Fu-kun to see that the penalty is carried out.

Kang-Yi, Assistant Grand Secretary of State, President of the Board of Works, having lent his aid to the Boxers, serious disturbances broke out. He aided in publishing proclamations contrary to the treaties. A severe punishment was to have been inflicted on him at first, but he has died of disease. We order that the honors which he previously held shall be withdrawn from him and that he be at once degraded.

Tung Fu-hsiang, general in Kan-su, degraded but retained in office, entered (Peking) to defend (the city) with the troops under his orders; he was unable to maintain strict discipline. Ignorant, furthermore, of international questions, he followed his ideas and acted in an inconsiderate manner. Although the attacks on the Legations were ordered him by the above degraded Princes, it is nevertheless difficult to absolve him of all faults. We intended in the first instance to have punished him severely, but, considering the signal services he has rendered in Kan-su and the sympathy felt for him by Mussulman and Chinese, as an act of extraordinary grace, We order that he shall be immediately degraded.

Ying-Nien, President of the Court of Censors, reduced in rank and displaced, opposed Tsai-Hsün publishing on his own authority proclamations contrary to the treaties. We may make due allowance for this circumstance, but as he was not able to overcome (this resistance) by force, it is, after all, difficult to absolve him. We order, as a mark of great benevolence, that he be degraded. We condemn him to death, and he shall await in prison that his case be passed on.

Chao Shu-chiao, President of the Board of Punishments, degraded and retained in office, had never shown till then any unfriendly feeling in relations with the Foreign Powers. Having made a report on the Boxers, he said nothing in their favor, but through his negligence faults were made. We order, as a special act of grace, that he be degraded. We condemn him to death, and he will await in prison that his case be passed on.

We command that Ying-Nien and Chao Shu-chiao be in the first place confined in the prison of the capital of Shensi.

Hsü Tung, Grand Secretary of State, and Li Ping-heng, former Governor-General of Sze-chuan, reduced in rank and displaced, died for their country, but everyone knows their faults. We order that they be degraded, and We deprive them of the posthumous honors which We had conferred on them.

After the promulgation of this decree all our friendly nations should recognize that the events caused by the Boxers are in truth only attributable to the principal authors of trouble and in no wise to the wishes of the Court.

We, the Emperor, not lightly punishing several of the principal authors of trouble, the officials and the people of the Empire will understand at once that the consequences of such acts are most serious.

"Respect this!"

ANNEX No. 5.

IMPERIAL EDICT OF THE 13 FEBRUARY, 1901.

[Translation.]

Ch'i Hsiu, President of the Board of Rites, and Hsü Cheng-yu, formerly senior Vice-President of the Board of Punishments, are in the first place to be degraded.

We order Yi K'uang and Li Hung-chang to obtain exact proof of their guilt and to send Us at once a report. They shall be punished with the greatest severity.

"Respect this!"

ANNEX No. 6.

IMPERIAL EDICT OF THE 21 FEBRUARY, 1901.

[Translation.]

Edict published and sent telegraphically the 3rd day of the 1st moon (21 February, 1901), and received on the 4th by the Grand Chancellery.

"By a former Edict We had already severely punished, according to the several cases, all the high officials, the principal authors of the present misfortunes. But We received some time ago a telegraphic

report from Yi-K'uang and Li Hung-chang telling Us that, according to an official despatch from the Ministers Plenipotentiary of the various Powers, new and severer punishments were necessary, and begging Us to take action.

"Besides Tsai-Hsün, who has been ordered to commit suicide, and Yü-Hsien, against whom has been pronounced the penalty of immediate decapitation, and for each of whom deputies have been ordered to go see that (the sentences have been carried out), We decide that the penalty to be inflicted on Tsai-I (Prince Tuan) and Tsai-Lan (Duke Lan) is decapitation with reprieve; nevertheless, in view of the relationship in which they stand to Us, We show them the special act of grace of sending them to the frontier of the Empire, in Turkestan, where they shall be imprisoned for life. A deputy to take them under escort shall be designated, and shall leave at once.

"As to Kang-Yi, whose crimes were greater, the penalty should have been immediate decapitation, but as he has already died of disease, as an act of grace, he shall be spared further inquiry into his case.

"As regards Ying-Nien and Chao Shu-chiao, whose punishments, according to Our former decisions, were to have been decapitation with reprieve, We command that they be requested to commit suicide, and We direct Ch'en Ch'un-huan, Governor of Shan-si, to go and verify (their deaths).

"As to Ch'i Hsiu and Hsü Cheng-yu, whom the Powers designate as the most ardent protectors of the Boxer bandits, and as having most particularly done harm to foreigners, We had previously ordered their degradation; We (now) order Yi-K'uang and Li Hung-chang to ask the Powers, by despatch, for their surrender, and to have them executed at once. One of the Presidents of the Board of Punishments shall be directed to verify (their execution).

"As to Hsü Tung, who compromised the great general interests by putting his confidence in the Boxers, and Li Ping-heng, whose bragging ways directly brought about these misfortunes, the punishment which should have been theirs was decapitation with reprieve; but taking into consideration the fact that they committed suicide when they saw the disaster coming, and that they have already been degraded, and that the posthumous honors which had been granted them have been annulled and withdrawn, it is needless to take up their cases.

"The nature of the crimes committed by all the principal authors of the wrong has been set forth in a clear and detailed way in previous decrees.

"Respect this!"

ANNEX No. 7.

IMPERIAL EDICT OF THE 13TH FEBRUARY, 1901.

[Translation.]

"The trouble brought about by the Boxers during the 5th moon (May–June) having spread from day to day, the Court had two difficult methods to adopt—to take coercitive measures or to pacify them. In the hope that a line of conduct would be shown Us the Ministers were several times called in audience.

"We have repeatedly questioned Hsü Yung-yi, President of the Board of War, Li-Shan, President of the Board of Finance, Hsü Ching-cheng, senior vice-President of the Board of Works, Lien-Yuan, vice-Chancellor of the Grand Council, Yuan-Chang, vice-President of the Court of Sacrificial Worship.

"In their speech and in their mind all admitted that the two methods were possible. Several Ministers, instigators of trouble, availing themselves of this fact, unjustly accused them, handed in memorials in which they denounced them. So it came about that they were severely punished in their persons.

"But considering that Hsü Yung-yi and the others showed great zeal for many years and have always had charge of international questions, that they may have been faithful, and that they had shown themselves industrious, We should grant them a favor.

"We command that Li-Shan, Hsü Yung-yi, Hsü Ching-cheng, Lien-Yuan, and Yuan-Chang be restored to their former honors.

"Let the ministry concerned be informed."

"Respect this!".

ANNEX No. 8.

IMPERIAL EDICT OF THE 19TH AUGUST, 1901.

[Translation.]

Edict received by the Grand Chancellery the 6th day of the 7th moon of the 27th year Kuang-hsü (19 August, 1901).

"Considering the report of this day by which Yi-K'uang and Li Hung-chang inform Us that the foreign Powers have decided on the suspension during five years of civil and military examinations in the localities where troubles have taken place;

"Considering that it is declared that this suspension shall remain applicable to the local examinations for licentiates of Shun-t'ien and of T'ai-yuan;

"Considering the list comprising the localities of—

"Province of Shan-si: T'ai-yuan Fu, Hsin-chou, Tai-ku Hsien, Ta-t'ung Fu, Fen-chou Fu, Hsiao-i Hsien, Ch'u-wo Hsien, Ta-ning

Hsien, Ho-ching Hsien, Yüeh-yang Hsien, So-p'ing Fu, Wen-shui Hsien, Shuo-yang Hsien, P'ing-yang Fu, Ch'ang-tzu Hsien, Kao-p'ing Hsien, Tse-chou Fu, Hsi Chou, P'u Hsien, Chiang-chou, Kuei-hua Ch'eng, Sui-yuan ch'eng;

"Province of Ho-nan; Nan-yang Fu, Kuang-chou;

"Province of Che-chiang: Ch'ü-chou Fu;

"Province of Chih-li; Pei-ching, Shun-t'ien Fu, Pao-ting Fu, Yung-ching Hsien, T'ien-ching Fu, Shun-tê Fu, Wang-tu Hsien, Huai-lu Hsien, Hsin-ngan Hsien, T'ung-chou, Wu-i Hsien, Ching-chou, Luan-ping Hsien:

"Three provinces of Manchuria: Sheng-ching (=Mukden), Chia-tzŭ-ch'ang, Lien-shan, Yu-ch'ing-chieh, Pei-lin-tzŭ, Hu-lan Ch'eng;

"Province of Shen-si: Ning-chiang Chou;

"Province of Hu-nan: Heng-chou Fu;

"We command that in all these localities civil and military examinations shall be suspended during a period of five years, and We order all governors-general, governors, and examiners of the aforesaid provinces, to act in conformity and to publish proclamations."

"Respect this!"

ANNEX No. 9.

IMPERIAL EDICT OF 18TH OF JUNE, 1901.

[Translation.]

Edict received by telegraph from Hsi-an-Fu the 3d day of the 5th moon (18th of June, 1901):

We confer on Na Tung, second Vice-President of the Board of Finances, the official button of the first rank, and we designate him as special Envoy to go to Japan and to there respectfully discharge the mission We entrust to him.

"Respect this!"

ANNEX No. 10.

LIST OF CEMETERIES SITUATED IN THE NEIGHBORHOOD OF PEKING AND WHICH HAVE BEEN DESECRATED.

British cemetery	One
French cemeteries	Five
Russian cemetery	One
Total	Seven

27938—04——6

ANNEX No. 11.

IMPERIAL EDICT OF THE 25TH OF AUGUST, 1901.

[Translation.]

We command all Tartar Generals, Governors General, and Governors of provinces, as well as the Customs taotais, to forbid, in the first place for a period of two years, the importation of implements of war as well as of material serving exclusively in their manufacture and of foreign origin.

Inform the ministry concerned.

"Respect this!"

ANNEX No. 12.

DESPATCH OF PRINGE CH'ING AND LI HUNG-CHANG TO M. DE COLOGAN, MINISTER OF SPAIN, DOYEN OF THE DIPLOMATIC BODY (29 MAY, 1901).

[Translation.]

The 12th day of the 4th moon of the 27th year of Kuang-hsü (29th May, 1901).

Official Reply.

The 7th day of the 4th moon of the present year (24 May, 1901,) we received from Your Excellency the following official despatch:

"I have the honor to acknowledge to Your Highness and Your Excellency receipt of the letter which you were pleased to send me in reply to my communication dated May 7th concerning the indemnities. In the letter to which Your Highness and Your Excellency have just replied we informed you that the approximate figure of the expenses incurred and of the losses sustained by the Powers amounted to the sum of 450 millions of taels, calculated to the 1st of July of the current year.

"In reply to this communication Your Highness and Your Excellency have informed me that the Chinese Government proposed to pay off this sum to the powers by monthly payments of 1,250,000 taels during 30 years.

"The Representatives of the Powers have not failed to transmit this proposal to their Governments. But they must call the attention of Your Highness and Your Excellency to the fact that the total of the payments proposed by the Chinese Government only represents the capital of the sum mentioned, without the question of interest having been taken account of.

"I consequently beg Your Highness and Your Excellency to be so kind as to inform us as soon as possible of the intention of the Chinese Government in this respect."

In considering in a previous despatch the question of indemnities, we explained to Your Excellency the penury of the Chinese treasury.

In your last communication Your Excellency is pleased to call our attention to the fact that the annual payments of fifteen millions of taels which we proposed only represent the capital, and you now call our attention to the question of interest.

As we, on our side, had already considered that besides the capital there also had to be taken into consideration the question of annual interest at 4 per cent, we had already, by telegram, submitted to the Throne proposals on this subject, and in reply we have received an Imperial Edict, stating that "the figure of four hundred and fifty millions of indemnities to be paid the Powers, with interest at 4 per cent, is approved," and we are commanded to take the necessary measures to carry out this decision.

We have, therefore, only to comply with the orders of the Throne.

Nevertheless this obliges us to recall to Your Excellency that the financial resources of China are so restricted that nothing more can be taken from them possibly beyond the fifteen millions of taels which we have already proposed to Your Excellency to devote specially to the payment of indemnities, but as this sum must not only furnish payment of the capital, but also that of interest, we have no other alternative to propose than to prolong the term of payments, which we had in the first place fixed at 30 years, in such a way that the instalments paid during the first period of this term thus extended shall be considered as destined to extinguish the capital, while those made during the second period shall be applied to liquidating the interest account, after which all payments would cease through the extinction of the debt. The Imperial Maritime Customs, already entrusted as we suggested, with the payments of the capital, would likewise be entrusted with the payments on account of interest. As to the amount of the annual interest, it would be understood that it would decrease proportionately every year, according to the progressive reduction of the capital.

We have the honor to request Your Excellency to kindly inform us what you think of the plan we suggest above to pay off both capital and interest, or if in your opinion it would not be better to consider a portion of the fifteen millions paid annually as an instalment on the capital to be paid off, and the balance as an instalment on the interest. These details require a careful examination, and demand a previous and full understanding between the parties.

China having thus shown its good will in assenting to the demands of the Powers on the question of the indemnity, and in taking all the necessary steps to insure an integral payment of it, we hope to have soon the satisfaction of learning that the Powers are in a position to fix an early date for the evacuation.

We have the honor to request Your Excellency to kindly communicate the above to the Representatives of the Powers.

ANNEX No. 13.

PLAN OF AMORTIZATION.

Years.	Series A. Tls. 75,000,000. Extinguished in 1940 by means of a yearly amortization of 1.106 per cent in 39 years, beginning in 1902.	Series B. Tls. 60,000,000. Extinguished in 1940 by means of a yearly amortization of 1.783 per cent in 30 years, beginning in 1911.	Series C. Tls. 150,000,000. Extinguished in 1940 by means of a yearly amortization of 2.256 per cent in 26 years, beginning in 1915.	Series D. Tls. 50,000,000. Extinguished in 1940 by means of a yearly amortization of 2.401 per cent in 25 years, beginning in 1916.	Series E. Tls. 115,000,000. Extinguished in 1940 by means of a yearly amortization of 9.449 per cent in 9 years, beginning in 1932.	Amount of sums due on Series A, B, C, D, E.	Annuities of the existing debt guaranteed by the M. I. customs and likin taxes.	Aggregate amount of the foreign debt.
	Tls.	*Tls.*	*Tls.*	*Tls.*	*Tls.*	*Tls.*	*Tls.*	*Tls.*
1902	Int. & am 3,829,500	Int 2,400,000	Int 6,000,000	Int 2,000,000	Int 4,600,000	18,829,500	23,600,000	42,429,500
1903	" "	" "	" "	" "	" "	"	23,300,000	42,129,500
1904	" "	" "	" "	" "	" "	"	23,300,000	42,129,500
1905	" "	" "	" "	" "	" "	"	24,100,000	42,929,500
1906	" "	" "	" "	" "	" "	"	23,900,000	42,729,500
1907	" "	" "	" "	" "	" "	"	23,700,000	42,529,500
1908	" "	" "	" "	" "	" "	"	23,400,000	42,229,500
1909	" "	" "	" "	" "	" "	"	23,400,000	42,229,500
1910	" "	" "	" "	" "	" "	"	23,200,000	42,029,500
1911	" "	Int. & am 3,469,800	" "	" "	" "	19,899,300	22,800,000	42,699,300
1912	" "	" "	" "	" "	" "	"	22,600,000	42,499,300
1913	" "	" "	" "	" "	" "	"	22,400,000	42,299,300
1914	" "	" "	" "	" "	" "	"	22,100,000	41,999,300
1915	" "	" "	Int. & am 9,384,000	" "	" "	23,283,300	19,400,000	42,683,300
1916	" "	" "	" "	Int. & am....3,200,500	" "	24,483,300	18,500,000	42,983,300
1917	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1918	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1919	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1920	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1921	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1922	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1923	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1924	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1925	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1926	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1927	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1928	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1929	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1930	" "	" "	" "	" "	" "	"	18,500,000	42,983,300
1931	" "	" "	" "	" "	" "	"	18,400,000	42,883,100
1932	" "	" "	" "	" "	Int. & am...15,466,350	35,350,150	7,500,000	42,850,150
1933	" "	" "	" "	" "	" "	"	6,300,000	41,650,150
1934	" "	" "	" "	" "	" "	"	5,900,000	41,250,150
1935	" "	" "	" "	" "	" "	"	5,900,000	41,250,150
1936	" "	" "	" "	" "	" "	"	5,900,000	41,250,150

1937.....	"	"	"	"	"	"	"	"	"	"	5,900,000	41,250,150
1938.....	"	"	"	"	"	"	"	"	"	"	5,900,000	41,250,150
1939.....	"	"	"	"	"	"	"	"	"	"	5,900,000	41,250,150
1940.....	"	"	"	"	"	"	"	"	"	"	5,900,000	41,250,150
	4.18483 of the whole amount of tls. 450,000,000 from the year 1902.		4.28778, or, inclusive of the foregoing rate, 4.42206 of the whole amount of tls. 450,000,000 from the year 1911.		4.75000, or, inclusive of the foregoing rate, 5.17406 of the whole amount of tls. 450,000,000 from the year 1915.		4.26677, or inclusive of the foregoing rate, 5.44083 of the whole amount of tls. 450,000,000 from the year 1916.		6.41477, or, inclusive of the foregoing rate, 7.85560 of the whole amount of tls. 450,000,000 from the year 1932.	Aggregate amount to be paid, tls. 982,238,150.		

ANNEX NO. 14.

DESCRIPTION OF THE BOUNDARIES OF THE LEGATION QUARTER AT PEKING.

Point 1 is situated on the south wall of the Tartar City an hundred feet to the east of the east side of the superstructure of the Ch'ien Men. From this point the boundary runs for a distance of two hundred and sixteen feet, following a line nearly due north, as far as

Point 2, southeast corner of the balustrade in white stone which encloses the open paved space before the principal entrance of the Imperial City.

From this point the boundary runs for a length of three hundred and ten feet along the east side of this balustrade, nearly directly north until

Point 3, situated on the north side of the road which forms a continuation of Legation street, and is at the intersection of the boundary line coming from 2 and of a line drawn along the continuation of the north side of the Legation street.

From this point the line runs for a length of six hundred and forty-one feet and a half (measured around and in the angles of the wall) along the north side of Legation street as far as

Point 4, at one hundred and forty-six to the west of the corner (southwest) of Gaselee road, measured along the north of Legation street.

From this point the boundary runs for a length of two thousand one hundred and fifty-two feet (measured around and in the angles of the buildings) in a general northerly direction, but following the line of the buildings now existing and, in the open spaces between the buildings, a line parallel to the general line of the buildings on the left side of Gaselee road and at one hundred and fifty-seven feet on the west side of the west side of the gate which leads from Gaselee road to the exterior court of the Imperial City, as far as

Point 5, on the south side of the south wall of the interior court of the Imperial City, and at one hundred and fifty-seven feet from the west side of the gate at the end of Gaselee road.

From this point the line runs for a distance of one thousand two hundred and eighty-eight feet nearly directly toward the east, along the wall as far as

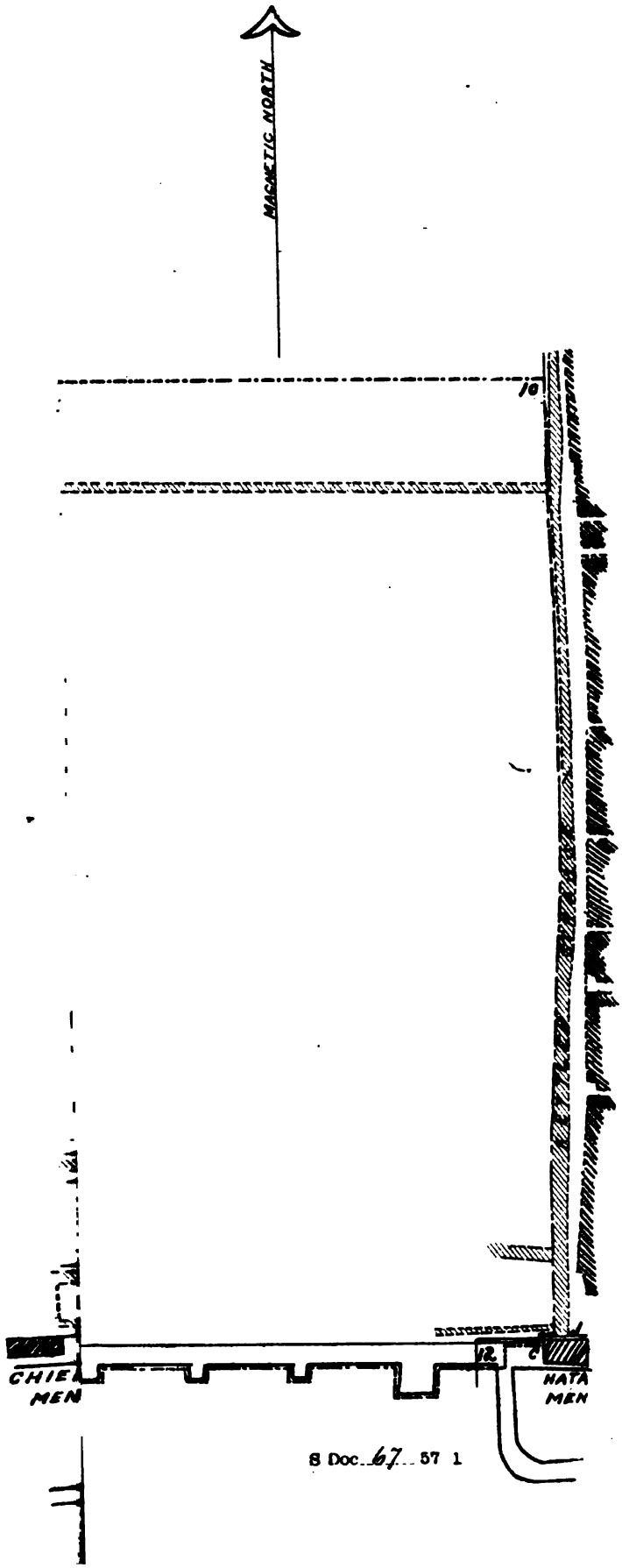
Point 6, southeast corner of the exterior court of the Imperial City.

From there the line runs nearly directly north along the wall for a distance of two hundred and eighteen feet measured in a straight line to

Point 7, northeast corner of the exterior court.

From there the line runs nearly due east for a distance of six hundred and eighty-one feet to

Point 8, southeast corner of the wall of the Imperial City.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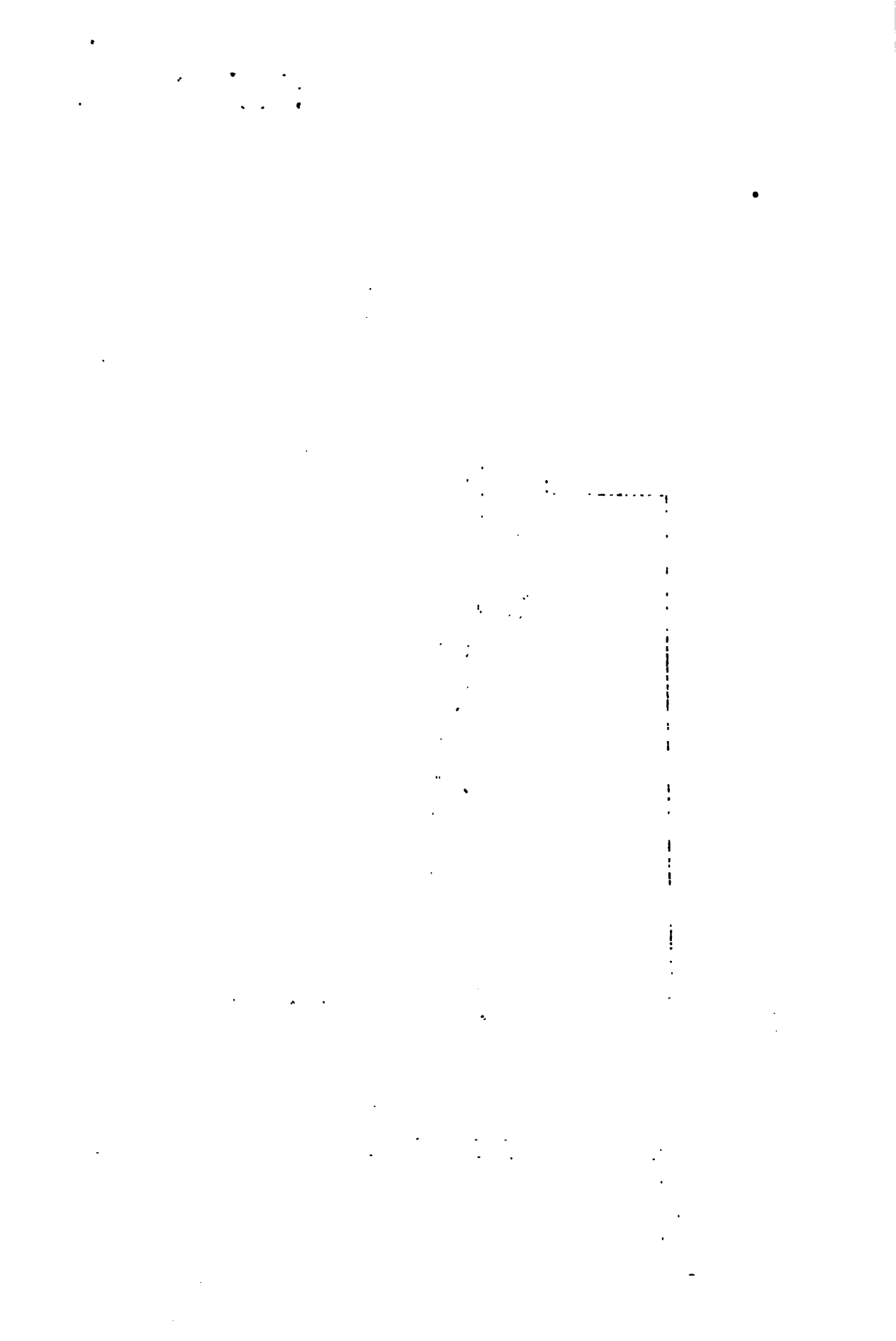

From there the boundary runs nearly due north for a distance of sixty-five feet along the wall to

Point 9, at sixty-five feet from the southeast corner of the wall of the Imperial City.

From there the boundary runs direct due east for a distance of three thousand and ten feet to

Point 10, on the west side of Ketteler Strasse and at three hundred feet from the angle of intersection of Ketteler Strasse and the Viale Italia.

From this point the boundary runs nearly due south along the west side of Ketteler Strasse to

Point 11, northwest corner of the archway of the Hatamen, on the south wall of the Tartar City.

From there the boundary runs along the wall and includes the west ramp of the Hatamen to

Point 12, on the wall at one hundred feet to the west of the superstructure of the Hatamen.

From Point 12, the boundary follows the south side of the wall, as shown in the plan, including in it the bastions and joins 1.

The points of the plan which have been fixed are the following:

A. Point at one hundred and seven feet from the superstructure of the Chien-Men, measured to the east along the north side of the crest of the wall of the Tartar City.

B. Point on the top of the north edge of the wall of the Tartar City, exactly above the middle of the canal for the drainage of water.

C. Northwest corner of the superstructure of the Hatamen.

ANNEX No. 15.

IMPERIAL EDICT OF FEBRUARY 1, 1901.

In all the provinces bandits called for followers and established antiforeign societies. Various edicts were issued formally forbidding this. We repeated this many times, but, nevertheless, in late years there have been in all the Shan-tung districts sects under the name of Ta-tao-huei (Great Knives Society) and I-ho-chuan (Boxers), which spread everywhere, with the object of willful murder and theft. Little by little they reached the Chih-li territory and suddenly entered the capital, where they set fire to the foreign establishments and attacked the Legations. Crimes were also committed against neighboring countries and offenses against the general interest. For not having assured protection we have incurred heavy responsibilities.

You people who in ordinary times nourish yourselves and live from the products of this land, and who have all been loaded with the Empire's favors—you have, however, dared to incite these bandits

with the desire to fight, to teach methods for casting spells, and to devote themselves to false practices. You have rashly resisted your officials, whom you have massacred; you have assassinated foreigners, and then you have been the cause of unprecedented calamities, which above all else have plunged your Sovereign and your fathers in grief.

We can not think of what has been done without feeling a still deeper resentment. We have already formally ordered the Commanders in chief of all the regions to use their most strenuous efforts to destroy these societies. It is incumbent that the root of the evil be suppressed, and the Princes and Ministers who have lent their support to the Boxers shall suffer the heaviest penalties according to their crimes, and in order to inspire fear, all civil and military examinations shall be suspended during five years in all cities where foreigners were massacred or suffered cruel treatment.

Fearing lest the ignorant rural populations may not hear (of these punishments), new and severe prohibitions shall be specially made in order to avoid the execution of people who have not been notified.

You, soldiers and people, should know that it is formally forbidden by law to organize or belong to secret societies. Our ancestors have never shown the slightest indulgence in the repression of societies of malefactors.

Moreover, the foreign Powers are all friendly countries, the Christians are children of our blood whom the Court regards with a same kindness, and It could not allow different sentiments to be displayed towards them. All Chinese, whether Christians or not, who may be illtreated, should complain to the authorities and wait until a fair and equitable judgment is rendered. How can you lightly believe all the rumors which have been spread? How can you disregard the penal laws?

Then, when all is lost, the clever ones save themselves by flight and the innocent are put to death. The law is slow to pardon, and all that has happened is really very regrettable. From the publication of this present edict, each one must reform and repent him of the teaching he has received.

If hardened and incorrigible malefactors should again secretly organize antiforeign societies, they shall be punished by death, as well as those belonging to these societies. They shall not be shown the slightest mercy.

The Tartar Generals, Governors-General, Governors, and High provincial Authorities, whose duty it is to direct the population, should give explicit instructions to their subordinates to publish severe proclamations and to have the present edict printed on yellow paper, which shall be posted in all parts of the Empire. It is important that all families be notified, and urged to good conduct, and that all be informed that the will of the Court is that everyone should thoroughly

understand that punishments will be meted out, in order to avoid the necessity of inflicting other punishments.

Let this edict be made known to all in the Empire.

"Respect this!"

ANNEX No. 16.

IMPERIAL EDICT OF FEBRUARY 1, 1901.

[Translation.]

It has been stipulated in the treaties concluded between China and the Foreign Powers that the citizens of these Powers shall be allowed to penetrate into the interior.

The Court, in order to assure and maintain relations with other countries, has already published decrees ordering that most sincere efforts be made in the provinces to assure protection. Nevertheless, the local authorities having gradually grown lax (in the exercise of their duties), malefactors have caused trouble, and attacks have been directed against foreigners. Similar incidents have repeatedly occurred.

We realize that our ability was too limited to reform the ignorant people, and consequently we have made very grievous mistakes. In ordinary times, not one of the local officials has been able to make understood European affairs, and none have comprehended the importance of foreign relations. Consequently the conflagration spread everywhere, threatening the Empire, and, if they reflect, they will find they have cause for uneasiness.

Henceforth each one of you must strive to overcome his resentment and to lay aside his prejudices. You should know that the maintenance of friendly relations with foreign countries has in all times been a fundamental law. People coming to China from afar, whether as merchants to exchange their products, or as travelers to increase their scientific knowledge, or yet as missionaries to preach religion with the object of exhorting the people to do good, have crossed mountains and seas at the risk of great fatigue.

Since China passes for a civilized country, it should practice the duties of a host toward its guests. Moreover, the Chinese who have gone abroad in recent years number at least several hundreds of thousands. The safety of their persons and property depends upon the guaranty assured them by the Powers, who have given them their protection. How could we continue to treat their citizens differently?

We again command all the responsible High civil and military Authorities of all the provinces to order their subordinates to protect, in the most efficacious manner, the agents and nationals of the foreign Powers who may enter within their districts. In case daring malefactors

should urge to illtreat and massacre foreigners, order must be restored immediately and the guilty parties arrested and punished without delay. No delay should occur. If, owing to indifference, or rather of voluntary tolerance, great calamities take place, or if treaties should be violated and no immediate steps taken to make reparation or inflict punishment, the Governors-General, Governors, and the provincial or local Officials responsible will be removed and shall not be reappointed to other offices in other provinces, or hope to be reinstated or receive any further honors.

The present decree must be printed and published to warn the officials and put an end to all shameful customs.

"Respect this!"

ANNEX No. 17.

REGULATIONS FOR THE IMPROVEMENT OF THE COURSE OF THE WHANGPU.

I. A River Conservancy Board is established at Shanghai for the Whangpu river.

II. The Board shall have the twofold duty of acting as agent for the straightening and improvement of the river, and as controlling agent.

III. The jurisdiction of the Board shall extend from a line drawn from the lower limit of the Kiang-nan Arsenal towards the mouth of Arsenal Creek, to the red buoy in the Yangtze.

IV. The Board shall consist of: (*a*) The Taotai; (*b*) the Commissioner of Customs; (*c*) two members elected by the Consular Body; (*d*) two members of the General Chamber of Commerce of Shanghai, elected by the committee of the said Chamber; (*e*) two members representing shipping interests, elected by shipping companies, commercial firms, and the merchants the total of whose entrances and clearances at Shanghai, Woosung, and other ports on the Whangpu exceeds 50,000 tons per annum; (*f*) a member of the municipal Council of the International Settlement; (*g*) a member of the municipal Council of the French Concession, and (*h*) a representative of each country the total tonnage of whose ships entering and clearing at Shanghai and any other port of the Whangpu exceeds two hundred thousand tons a year.

V. The ex officio members shall hold office as long as they fill the position by virtue of which they sit on the Board.

VI. The representatives of the municipal Councils and of the Chamber of Commerce shall be elected for a period of one year. They may be immediately reelected.

The term of office of the members to be designated by the Governments (provided under paragraph *h*) shall also be one year.

The term of the other members is for three years. They may be immediately reelected.

VII. In case of a vacancy during a term, the successor of the outgoing member shall be designated for one year or for three years, according to the class to which he belongs.

VIII. The Board shall elect its Chairman and Vice-Chairman from amongst its members for a term of one year. If there is no majority at the election of Chairman, the Senior Consul shall be requested to give a casting vote.

IX. In case of the absence of the Chairman the Vice-Chairman shall take his place. If both of them are absent the members shall choose amongst themselves a President for the occasion.

X. In all meetings of the Board, if votes are equally divided, the Chairman shall have a casting vote.

XI. Four members form a quorum.

XII. The Board shall appoint the officials and employees deemed necessary for carrying out the works and enforcing its regulations; it shall fix their salaries, wages, and gratuities, and shall pay them out of the funds placed at its disposal, and it may make regulations and take every measure necessary concerning its staff, which it can dismiss at pleasure.

XIII. The Board shall decide on the necessary steps for the regulation of traffic, including the placing of moorings in the river and the berthing of vessels within the limits indicated in Article III, and on all water courses (such as the Soochow Creek and others) passing through the French Concession or the International Settlement at Shanghai and the foreign quarter at Woosung, as well as on all the other creeks emptying into the river, for a distance of 2 English miles above their mouths.

XIV. The Board shall have power to expropriate the private moorings and to establish a system of public moorings in the river.

XV. The authorization of the Board shall be necessary to carry out any dredging, to build bunds, to construct jetties, or to place pontoons and hulks in the section of the river mentioned in Article XIII. The Board may, at its discretion, refuse such authorization.

XVI. The Board shall have full power to remove all obstacles in the river, or the above-mentioned creeks, and to recover, if necessary, the cost of so doing from those responsible.

XVII. The Board shall have control of all floating lights, buoys, beacons, landmarks, and light signals within the section of the river and within the creeks mentioned in Article XIII, as well as over such marks on the shore as may be necessary for the safe navigation of the river, with the exception of light-houses, which shall remain subject to Article XXXII of the treaty of 1858 between Great Britain and China.

XVIII. The improvement and conservancy works of the Whangpu shall be entirely under the technical control of the Board, even should the carrying out of them necessitate works beyond the limits of its

jurisdiction. In this case the necessary orders will be transmitted by and the work will be done with the consent of the Chinese authorities.

XIX. The Board shall receive and disburse all the funds collected for the works and take, in conjunction with the competent authorities, all proper and efficacious measures to ensure the collection of the taxes and the enforcement of the regulations.

XX. The Board shall appoint the Harbour Master and his staff. This department shall act, within the limits of the powers assigned to the board, in the section of the river indicated in Article XIII.

XXI. The Board shall have authority to organize a police and watch service to ensure the execution of its regulations and orders.

XXII. The Board shall have the direction and control of the Shanghai (Lower Yangtze) pilot service. Licenses for pilots for ships bound for Shanghai shall only be issued by the Board and at its discretion.

XXIII. In case of infractions of its regulations, the Board shall sue offenders in the following way: Foreigners, before their respective consuls or competent judicial authority; Chinese or foreigners whose Governments are not represented in China, in the mixed Court, in the presence of a foreign assessor.

XXIV. All suits against the Board shall be brought before the Court of Consuls at Shanghai. The Board shall be represented in suits by its secretary.

XXV. Members of the Board and persons employed by it shall not incur any personal responsibility for the votes and acts of the Board, for contracts made or expenses incurred by the said body, when the said votes, acts, contracts, and expenses concern the carrying out or the enforcement, under the authority or by order of the Board or of one of its branches, of the regulations enacted by said body.

XXVI. Besides the provisions mentioned in Article XIII of the present annex, the Board shall have power to enact, within the limits of its competency, all necessary ordinances and regulations, and to fix fines for the violation thereof.

XXVII. The ordinances and regulations mentioned in Article XXVI shall be submitted for the approbation of the Consular Body. If two months after presenting the draft of the proposed ordinances and regulations the Consular Body has made no objection or suggested no modification, it shall be considered as approved and shall come into force.

XXVIII. The Board shall have power to acquire by purchase the lands necessary for carrying out the works of improvement and conservancy of the Whangpu and to dispose of them.

If, for this purpose, it shall be deemed necessary to expropriate land, the rules laid down in Article VI (*a*) of "The Land Regulations for the Foreign Settlement of Shanghai North of the Yang-king-pang" shall be followed. The price shall be fixed by a Committee consisting of, first, a person chosen by the authority to whose jurisdiction the

owner is subject; second, one chosen by the Board, and, third, one chosen by the Dean of the Consular Corps.

XXIX. Riparian owners shall have the refusal of all land made in front of their properties by the reclamation carried out for the improvement of the waterways in question. The purchase price of these lands shall be fixed by a Committee composed in the same manner as provided for in Article XXVIII.

XXX. The revenues of the Board are to be derived from—

(*a*) An annual tax of one-tenth of 1 per cent (0.1 per cent) on the assessed value of all lands and houses in the French Concession and the International Settlement.

(*b*) A tax of equal amount on all property with water frontage on the Whangpu, from a line drawn from the lower limit of the Kiang-nan Arsenal toward the mouth of Arsenal Creek to the place where the Whangpu empties into the Yangtze. The assessed value of this property shall be fixed by the Committee mentioned in Article XXVIII.

(*c*) A tax of five candereens per ton on all ships of non-Chinese type and of a tonnage superior to 150 tons entering or leaving the port of Shanghai, Woosung, or any other port on the Whangpu.

Ships of non-Chinese type of 150 tons and under shall pay a quarter of the above-mentioned tax. These taxes shall only be leviable on each ship once every four months, irrespective of the number of its entrances and clearances.

Foreign-built ships navigating the Yangtze and only stopping at Woosung to take their river papers shall be exempted from the taxes above mentioned, on condition that on their way up or down they shall not carry on any commercial transactions at Woosung. They shall, however, be allowed to take on water and supplies at Woosung.

(*d*) A tax of one-tenth of 1 per centum (0.1 per cent) on all merchandise passing through the customs at Shanghai, Woosung, or any other port on the Whangpu.

(*e*) An annual contribution from the Chinese Government equal to that supplied by the various foreign interests.

XXXI. The collection of the taxes enumerated in Article XXX shall be made through the medium of the following authorities:

Tax *a*, by the respective Municipalities.

Tax *b*, to be collected from persons under the jurisdiction of Governments represented in China by their respective Consuls; the taxes to be collected from Chinese or from persons whose Governments are not represented in China by the Taotai.

Taxes *c* and *d*, by the Imperial Maritime Customs.

XXXII. Should the total annual revenues of the Board not be sufficient for the payment of interest and the amortization of the capital to be borrowed for carrying out the works, for keeping up the completed works, and for the service in general, the Board shall have the

power to increase in the same proportion the various taxes on shipping, on land and houses, and on trade, to a figure sufficient to supply its recognized needs. This eventual increase would apply in the same proportion to the contribution of the Chinese Government mentioned in paragraph *e* of Article XXX.

XXXIII. The Board shall give notice to the Superintendent of Southern Trade and to the Consular Body of the necessity for the increase referred to in Article XXXII. Such increase shall only come into force after its approval by the Consular Body at Shanghai.

XXXIV. The Board shall submit to the Superintendent of Southern Trade and to the Consular Body at Shanghai, within six months after the closing of each financial year, its annual accounts, accompanied by a detailed report on the general management and the receipts and expenditures during the preceding twelve months. This report shall be published.

XXXV. If the exact and published accounts of receipts and expenditures show a balance of receipts over expenses, the taxes mentioned in Article XXX shall be proportionately reduced by the Board and the Consular Body at Shanghai acting conjointly. The eventual reduction shall apply in the same proportion to the contribution of the Chinese Government referred to in paragraph *e* of Article XXX.

XXXVI. At the expiration of the first term of three years the signatories shall examine conjointly whether the provisions contained in the present annex require revision. A new revision can take place every three years under the same conditions.

XXXVII. The regulations of the Board within the limits provided for in Article XIII, and subject to the approbation of the Consular Body at Shanghai, shall be binding on all foreigners.

Done at Peking September 7th, 1901.

ANNEX No. 18.

IMPERIAL EDICT OF THE 24TH JULY, 1901.

[Translation.]

The 9th day of the 6th moon the Grand Chancellery received the following Edict:

"The creation of offices and the determination of their duties has until now been regulated by the requirements of the times. Now, at the present time, when a new treaty of peace is concluded, international affairs take the first place among important business, and it is more then ever necessary to have recourse to competent men to devote themselves to all that relates to establishing friendly relations and confidence in speech.

"The Office of Foreign Affairs, formerly created to treat international questions, has been in existence, it is true, for years, but, in view of the Princes and Ministers composing it only discharging for the most part their functions accessorily with others, they could not devote themselves to them exclusively. It is naturally, therefore, proper to create special functions, so that each one may have his particular attributions.

"We command, in consequence, that the Office of Foreign Affairs (Tsung-li ko kuo shih-wu Ya-men) be changed into a Ministry of Foreign Affairs (Wai-wu Pu) and take rank before the six Ministries. And we designate Yi-K'uang, Prince Ch'ing of the first rank, as President of the Ministry of Foreign Affairs.

"Wang Wen-shao, Grand Secretary of State of the Ti-jen Ko, is appointed Assistant-President of the Ministry of Foreign Affairs. Ch'ü Hung-chi, President of the Board of Works, is transferred with the same rank to the Ministry of Foreign Affairs, in which he is appointed Assistant-President. Hsü Shou-p'eng, Director of the Imperial Stud, and Lien-Fang, Expectant Metropolitan Subdirector of the third or fourth rank, are appointed first and second Directors (or Assistant Secretaries).

"As regards the fixing of the personnel, the rules to be followed in its choice, the salaries to be given the Ministers, Directors, and other Agents, We command the Councilors of State to come to an agreement with the Board of Civil Office and to promptly submit to Us their conclusions in a report.

"Respect this."

Annex No. 19.

MEMORANDUM ON THE CEREMONIAL TO BE FOLLOWED IN SOLEMN AUDIENCES.

1°. Solemn audiences to be given by His Majesty the Emperor of China to the Diplomatic Body or to Representives of the Powers separately shall take place in the palace hall called "Ch'ien-ch'ing Kung."

2°. In going to or coming back from these solemn audiences the Representatives of the Powers shall be carried in their sedan chairs as far as outside of the Ching-yun gate. At the Ching-yun gate they will get out of the sedan chair in which they have come and will be carried in a little chair (i chiao) as far as the foot of the steps of the Ch'ien-ch'ing gate.

On arriving at the Ch'ien-ch'ing gate the Representatives of the Powers shall get out of their chairs, and shall proceed on foot into the presence of His Majesty in the Ch'ien-ch'ing Kung hall.

When departing the Representatives of the Powers shall return to their residences in the same manner as that in which they arrived.

3°. When a Representative of a Power shall have occasion to present to His Majesty the Emperor his letters of credence or a communication from the Head of the State by whom he is accredited, the Emperor shall cause to be sent to the residence of said Representative, to bear him to the Palace, a sedan chair with yellow trimmings and tassels, such as are used by the Princes of the Imperial family. The said Representative shall be taken back to his residence in the same manner. An escort of troops shall likewise be sent to the residence of said Representative to accompany him going and returning.

4°. When presenting his letters of credence or communication from the Head of the State by whom he is accredited, the Diplomatic Agent, while bearing said letters or communications, shall pass by the central openings of the Palace doors until he has arrived in the presence of His Majesty. On returning from these audiences he will comply, as regards the doors by which he may have to pass, with the usages already established at the Court of Peking for audiences given to Foreign Representatives.

5°. The Emperor shall receive directly into his hands the letters and communications above mentioned which the Foreign Representatives may have to hand to him.

6°. If His Majesty should decide upon inviting to a banquet the Representatives of the Powers it is well understood that this banquet shall be given in one of the halls of the Imperial Palace and that His Majesty shall be present in person.

7°. In brief, the ceremonial adopted by China as regards Foreign Representatives shall, in no case, be different from that which results from perfect equality between the Countries concerned and China, and without any loss of prestige on one side or the other.

No. 16.

GREAT BRITAIN—JAPAN.

AGREEMENT BETWEEN THE UNITED KINGDOM AND JAPAN RELATIVE TO CHINA AND KOREA.[a]

SIGNED AT LONDON, JANUARY 30, 1902.

The Governments of Great Britain and Japan, actuated solely by a desire to maintain the *status quo* and general peace in the extreme East, being moreover specially interested in maintaining the independence and territorial integrity of the Empire of China and the Empire of Korea, and in securing equal opportunities in those countries for the commerce and industry of all nations, hereby agree as follows:

ARTICLE I.

Recognition of independence of China and Korea. Right to safeguard interests.

The High Contracting Parties having mutually recognized the independence of China and of Korea, declare themselves to be entirely uninfluenced by any aggressive tendencies in either country. Having in view, however, their special interests, of which those of Great Britain relate principally to China, while Japan, in addition to the interests which she possesses in China, is interested in a peculiar degree politically as well as commercially and industrially in Korea, the High Contracting Parties recognize that it will be admissible for either of them to take such measures as may be indispensable in order to safeguard those interests if threatened either by the aggressive action of any other Power, or by disturbances arising in China or Korea, and necessitating the intervention of either of the High Contracting Parties for the protection of the lives and property of its subjects.

ARTICLE II.

Neutrality.

If either Great Britain or Japan, in the defence of their respective interests as above described should become involved in war with another Power, the other High Contracting Party will maintain a strict neutrality, and use its efforts to prevent other Powers from joining in hostilities against its ally.

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[a] British Treaty Series, No. 3, 1902. For the Franco-Russian declaration of March $\frac{1}{16}$, see infra, Doc. No. 30.

ARTICLE III.

Armed assistance; when to be given.

If, in the above event, any other Power or Powers should join in hostilities against that ally, the other High Contracting Party will come to its assistance, and will conduct the war in common, and make peace in mutual agreement with it.

ARTICLE IV.

No separate arrangement to be entered into.

The High Contracting Parties agree that neither of them will, without consulting the other, enter into separate arrangements with another Power to the prejudice of the interests above described.

ARTICLE V.

To confer when interests in jeopardy.

Whenever, in the opinion of either Great Britain or Japan, the above-mentioned interests are in jeopardy, the two Governments will communicate with one another fully and frankly.

ARTICLE VI.

The present Agreement shall come into effect immediately after the date of its signature, and remain in force for five years from that date.

In case neither of the High Contracting Parties should have notified twelve months before the expiration of the said five years the intention of terminating it, it shall remain binding until the expiration of one year from the day on which either of the High Contracting Parties shall have denounced it. But if, when the date fixed for its expiration arrives, either ally is actually engaged in war, the alliance shall, *ipso facto*, continue until peace is concluded.

In faith whereof the Undersigned, duly authorized by their respective Governments, have signed this Agreement and have affixed thereto their seals.

Done in duplicate at London, the 30th day of January, 1902.

[L. S.] (Signed) LANSDOWNE,
His Britannic Majesty's Principal Secretary of State for Foreign Affairs.

[L. S.] (Signed) HAYASHI,
Envoy Extraordinary and Minister Plenipotentiary of His Majesty the Emperor of Japan at the Court of St. James.

No. 17.

RUSSIA.

AGREEMENT BETWEEN RUSSIA AND CHINA WITH REGARD TO MANCHURIA.[a]

SIGNED AT PEKING, MARCH 26 (8TH APRIL), 1902.

[Translation.]

His Majesty the Emperor and Autocrat of All the Russias, and His Majesty the Emperor of China, with the object of re-establishing and confirming the relations of good neighborhood, which were disturbed by the rising in the Celestial Empire of the year 1900, have appointed their Plenipotentiaries to come to an agreement on certain questions relating to Manchuria. These Plenipotentiaries, furnished with full powers which were found to be in order, agreed as follows:—

Chinese authority in Manchuria to be reestablished.

ARTICLE 1. His Imperial Majesty the Emperor of Russia, desirous of giving fresh proof of his peaceable and friendly disposition towards His Majesty the Emperor of China, and overlooking the fact that attacks were first made from frontier posts in Manchuria on peaceable Russian Settlements, agrees to the re-establishment of the authority of the Chinese Government in that region, which remains an integral part of the Chinese Empire, and restores to the Chinese Government the right to exercise therein governmental and administrative authority, as it existed previous to the occupation by Russian troops of that region.

China to protect railway and all Russian subjects and their undertakings.

ART. 2. In taking possession of the governmental and administrative authority in Manchuria, the Chinese Government confirms, both with regard to the period and with regard to all other Articles, the obligation to observe strictly the stipulations of the Contract concluded with the Russo-Chinese Bank on the 27th August, 1896, and in virtue of paragraph 5 of the above-mentioned Contract, takes upon itself the obligation to use all means to protect the railway and the persons in its employ, and binds itself also to secure within

[a] Official text published in *Messager Officiel* of April 12, 1902. English translation in British Parliamentary Blue Book, *China, No. 2 (1904)*, p. 36.

the boundaries of Manchuria the safety of all Russian subjects in general and the undertakings established by them.

Evacuation of Manchuria by Russia.

The Russian Government, in view of these obligations accepted by the Government of His Majesty the Emperor of China, agrees on its side, provided that no disturbances arise and that the action of other Powers should not prevent it, to withdraw gradually all its forces from within the limits of Manchuria in the following manner:—

(*a*) Within six months from the signature of the Agreement, to clear the southwestern portion of the Province of Mukden up to the River Liao ho of Russian troops, and to hand the railways over to China.

(*b*) Within further six months to clear the remainder of the Province of Mukden and the Province of Kirin of Imperial troops.

(*c*) Within the six months following to remove the remaining Imperial Russian troops from the Province of Hei-lung-chiang.

Chinese forces pending evacuation.

ART. 3. In view of the necessity of preventing in the future any recurrence of the disorders of last year, in which Chinese troops stationed on the Manchurian frontier also took part, the Imperial Russian and Chinese Governments shall undertake to instruct the Russian military authorities and the Tsiang-Tsungs, mutually to come to an agreement respecting the numbers and the disposition of the Chinese forces until the Russian forces shall have been withdrawn. At the same time the Chinese Government binds itself to organize no other forces over and above those decided upon by the Russian military authorities and the Tsiang-Tsungs as sufficient to suppress brigandage and pacify the country.

Chinese forces after evacuation.

After the complete evacuation of Manchuria by Russian troops, the Chinese Government shall have the right to increase or diminish the number of its troops in Manchuria, but of this must duly notify the Russian Government, as it is natural that the maintenance in the above-mentioned district of an over large number of troops must necessarily lead to a reinforcement of the Russian military force in the neighbouring districts, and thus would bring about an increase of expenditure on military requirements undesirable for both States.

Chinese police guard in Manchuria.

For police service and the maintenance of internal order in the districts outside those parts allotted to the Eastern Chinese Railway Company, a police guard, under the local Governors ("Tsiang-Tsungs"), consisting of cavalry and infantry, shall be organized exclusively of subjects of his Majesty the Emperor of China.

Shanhaikwan-Sinminting railway to be restored.

ART. 4. The Russian Government agrees to restore to the owners the Railway Shanhaikwan-Newchwang-Sinminting, which, since the end of September, 1900, has been occupied and guarded by Russian troops. In view of

this, the Government of His Majesty the Emperor of China binds itself:—

China alone to protect this line.

1. In case protection of the above-mentioned line should be necessary, that obligation shall fall exclusively on the Chinese Government, which shall not invite other Powers to participate in its protection, construction, or working, nor allow other Powers to occupy the territory evacuated by the Russians.

Completion and working of this line.

2. The completion and working of the above-mentioned line shall be conducted in strict accordance with the Agreement between Russia and England of the 16th April, 1899, and the Agreement with the private Corporation respecting the loan for the construction of the line. And furthermore, the Corporation shall observe its obligations not to enter into possession of or in any way to administer the Shanhaikwan-Newchwang-Sinminting line.

Extension of line in South Manchuria.

3. Should, in the course of time, extensions of the line in Southern Manchuria, or construction of branch lines in connection with it, or the erection of a bridge in Newchwang, or the moving of the terminus there, be undertaken, these questions shall first form the subject of mutual discussion between the Russian and Chinese Governments.

China to pay Russia for repair and keep of line.

4. In view of the fact that the expenses incurred by the Russian Government for the repair and working of the Shanhaikwan-Newchwang-Sinminting line were not included in the sum total of damages, the Chinese Government shall be bound to pay back the sum which, after examination with the Russian Government, shall be found to be due.

The stipulations of all former Treaties between Russia and China which are not affected by the present Agreement shall remain in force.

The Agreement shall have legal force from the day of its signature by the Plenipotentiaries of both States.

The exchange of ratifications shall take place in St. Petersburg within three months from the date of the signature of the Agreement.

For the confirmation of the above, the Plenipotentiaries of the two Contracting Powers have signed and sealed two copies of the Agreement in the Russian, French, and Chinese languages. Of the three texts, which, after comparison, have been found to correspond with each other, that in the French language shall be considered as authoritative for the interpretation of the Agreement.

Done in Peking in duplicate, the 26th March (/8th April), 1902.[a]

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[a] This treaty was signed by M. Paul Lessar, Envoy Extraordinary and Minister Plenipotentiary of Russia to China, on the part of Russia, and by Prince Ch'ing and Wang Wen-shao on the part of China.

No. 18.

GREAT BRITAIN.

TREATY BETWEEN GREAT BRITAIN AND CHINA.

SIGNED AT SHANGHAI, SEPTEMBER 5, 1902.
RATIFICATIONS EXCHANGED, JULY 28, 1903.

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, and His Majesty the Emperor of China, having resolved to enter into negotiations with a view to carrying out the provision contained in Article 11 of the Final Protocol signed at Peking on the 7th September, 1901, under which the Chinese Government agreed to negotiate the amendments deemed useful by the foreign Governments to the Treaties of Commerce and Navigation and other subjects concerning commercial relations, with the object of facilitating them, have for that purpose named as their Plenipotentiaries, that is to say:—

His Majesty the King of Great Britain and Ireland, His Majesty's Special Commissioner, Sir James Lyle Mackay, Knight Commander of the Most Eminent Order of the Indian Empire, a member of the Council of the Secretary of State for India, &c.;

And His Majesty the Emperor of China, the Imperial Commissioners Lü Hai-huan, President of the Board of Public Works, &c., and Shêng Hsüan-huai, Junior Guardian of the Heir-Apparent, Senior Vice-President of the Board of Public Works, &c.;

Who, having communicated to each other their respective full powers, and found them to be in good and due form, have agreed upon and concluded the following Articles:—

ARTICLE I.[a]

Drawback certificates.

Delay having occurred in the past in the issue of Drawback Certificates owing to the fact that those documents have to be dealt with by the Superintendent of Customs at a distance from the Customs Office, it is now agreed that Drawback Certificates shall hereafter in all cases be issued by the Imperial Maritime Customs within three weeks of the presentation to the Customs of the papers entitling the applicant to receive such Drawback Certificates.

[a] See U. S. Treaty of 1903, Art. VIII.

These Certificates shall be valid tender to the Customs authorities in payment of any duty upon goods imported or exported (transit dues excepted), or shall, in the case of Drawbacks on foreign goods re-exported abroad within three years from the date of importation, be payable in cash without deduction by the Customs Bank at the place where the import duty was paid.

But if, in connection with any application for a Drawback Certificate, the Customs Authorities discover an attempt to defraud the revenue, the applicant shall be liable to a fine not exceeding five times the amount of the duty whereof he attempted to defraud the customs, or to a confiscation of the goods.

ARTICLE II.[a]

National coinage.

China agrees to take the necessary steps to provide for a uniform national coinage which shall be legal tender in payment of all duties, taxes, and other obligations throughout the Empire by British as well as Chinese subjects.

ARTICLE III.

Duties on goods carried by junks between Hong-Kong and Canton Province treaty ports.

China agrees that the duties and *li-kin* combined levied on goods carried by junks from Hong Kong to the Treaty ports in the Canton Province, and *vice versâ*, shall together not be less than the duties charged by the Imperial Maritime Customs on similar goods carried by steamer.

ARTICLE IV.[b]

Liability of Chinese investors in foreign enterprises.

Whereas questions have arisen in the past concerning the right of Chinese subjects to invest money in non-Chinese enterprises and companies, and whereas it is a matter of common knowledge that large sums of Chinese capital are so invested, China hereby agrees to recognize the legality of all such investments, past, present, and future.

It being, moreover, of the utmost importance that all shareholders in a Joint-Stock Company should stand on a footing of perfect equality as far as mutual obligations are concerned, China further agrees that Chinese subjects who have or may become shareholders in any British Joint-Stock Company shall be held to have accepted, by the very act of becoming shareholders, the Charter of Incorporation or Memorandum and Articles of Association of such Company, and regulations framed thereunder as interpreted by British Courts, and that Chinese Courts shall enforce compliance therewith by such Chinese

[a] See Japanese Treaty of 1903, Art. XIII, and U. S. Treaty of 1803, Art. XIII.
[b] See Japanese Treaty of 1903, Art. IV.

shareholders, if a suit to that effect be entered, provided always that their liability shall not be other or greater than that of British shareholders in the same Company.

Similarly the British Government agree that British subjects investing in Chinese Companies shall be under the same obligations as the Chinese shareholders in such Companies.

The foregoing shall not apply to cases which have already been before the Courts and been dismissed.

ARTICLE V.

Navigation of Canton River to be improved.

The Chinese Government undertake to remove within the next two years the artificial obstructions to navigation in the Canton River. The Chinese Government also agree to improve the accommodation for shipping in the harbour of Canton, and to take the necessary steps to maintain that improvement, such work to be carried out by the Imperial Maritime Customs, and the cost thereof to be defrayed by a tax on goods landed and shipped by British and Chinese alike according to a scale to be arranged between the merchants and Customs.

Improving course of Upper Yangtze River.

The Chinese Government are aware of the desirability of improving the navigability by steamer of the waterway between Ichang and Chungking, but are also fully aware that such improvement might involve heavy expense, and would affect the interests of the population of the Provinces of Szechuen, Hunan, and Hupeh. It is, therefore, mutually agreed that until improvements can be carried out steamship owners shall be allowed, subject to approval by the Imperial Maritime Customs, to erect, at their own expense, appliances for hauling through the rapids. Such appliances shall be at the disposal of all vessels, both steamers and junks, subject to regulations to be drawn up by the Imperial Maritime Customs. These appliances shall not obstruct the waterway or interfere with the free passage of junks. Signal stations and channel marks where and when necessary shall be erected by the Imperial Maritime Customs. Should any practical scheme be presented for improving the waterway and assisting navigation without injury to the local population or cost to the Chinese Government, it shall be considered by the latter in a friendly spirit.[a]

ARTICLE VI.[b]

Bonded warehouses.

The Chinese Government agree to make arrangements to give increased facilities at the open ports for bonding and for repacking merchandise in bond, and, on official representation being made by the British Authorities,

[a] See Japanese Treaty of 1903, Art. II.

[b] See U. S. Treaty of 1903, Art. VI.

to grant the privileges of a bonded warehouse to any warehouse which it is established to the satisfaction of the Customs Authorities affords the necessary security to the revenue.

Such warehouses will be subject to regulations, including a scale of fees according to commodities, distance from Custom-House, and hours of working, to be drawn up by the Customs Authorities, who will meet the convenience of merchants so far as is compatible with the protection of the revenue.

ARTICLE VII.[a]

Protection of trade-marks.

Inasmuch as the British Government afford protection to Chinese trade marks against infringement, imitation, or colourable imitation by British subjects, the Chinese Government undertake to afford protection to British trade marks against infringement, imitation, or colourable imitation by Chinese subjects.

The Chinese Government further undertake that the Superintendents of Northern and of Southern trade shall establish offices within their respective jurisdictions under control of the Imperial Maritime Customs, where foreign trade marks may be registered on payment of a reasonable fee.

ARTICLE VIII.[b]

PREAMBLE.

Likin dues to be discarded.

The Chinese Government, recognizing that the system of levying *li-kin* and other dues on goods at the place of production, in transit, and at destination, impedes the free circulation of commodities and injures the interests of trade, hereby undertake to discard completely those means of raising revenue with the limitation mentioned in Section 8.

Surtax on foreign imports and export duty agreed to.

The British Government, in return, consent to allow a surtax in excess of the Tariff rates for the time being in force to be imposed on foreign goods imported by British subjects and a surtax in addition to the export duty on Chinese produce destined for export abroad or coastwise.

It is clearly understood that, after *li-kin* barriers and other stations for taxing goods in transit have been removed, no attempt shall be made to revive them in any form or under any pretext whatsoever; that in no case shall the surtax on foreign imports exceed the equivalent of one and a-half times the import duty leviable in terms of the Final Protocol signed by China and the Powers on the 7th day of September, 1901; that payment of the import duty and surtax shall

[a] See Japanese Treaty of 1903, Art. V, and U. S. Treaty of 1903, Art. IX.

[b] See Japanese Treaty of 1903, Art. I, and U. S. Treaty of 1903, Art. IV.

secure for foreign imports, whether in the hands of Chinese or non-Chinese subject, in original packages or otherwise, complete immunity from all other taxation, examination, or delay; that the total amount of taxation leviable on native produce for export abroad shall, under no circumstances, exceed 7½ per cent. *ad valorem*.

Keeping these fundamental principles steadily in view, the High Contracting Parties have agreed upon the following methods of procedure:—

Likin barriers to be abolished.

SECTION 1. The Chinese Government undertake that all barriers of whatsoever kind, collecting *li-kin* or such like dues or duties, shall be permanently abolished on all roads, railways, and waterways in the Eighteen Provinces of China and the Three Eastern Provinces. This provision does not apply to the Native Custom-Houses at present in existence on the seaboard or waterways, at Open Ports, on land routes, and on land frontiers of China.

Exceptions.

Amount of surtax.

SEC. 2. The British Government agree that foreign goods on importation, in addition to the effective 5 per cent. import duty as provided for in the Protocol of 1901, shall pay a special surtax equivalent to one and a-half times the said duty to compensate for the abolition of *li-kin*, of transit dues in lieu of *li-kin*, and of all other taxation on foreign goods, and in consideration of the other reforms provided for in this Article; but this provision shall not impair the right of China to tax salt, native opium, and native produce as provided for in Sections 3, 5, 6, and 8.

Surtax on imports by land routes.

The same amount of surtax shall be levied on goods imported into the Eighteen Provinces of China and the Three Eastern Provinces across the land frontiers as on goods entering China by sea.

List of native custom-houses.

SEC. 3. All Native Custom-Houses now existing, whether at the Open Ports, on the seaboard, on rivers, inland waterways, land routes or land frontiers, as enumerated in the Hu Pu and Kung Pu *Tse Li* (Regulations of the Boards of Revenue and Works) and *Ta Ch'ing Hui Tien* (Dynastic Institutes), may remain; a list of the same, with their location, shall be furnished to the British Government for purposes of record.

Wherever there are Imperial Maritime Custom-houses, or wherever such may be hereafter placed, Native Custom-Houses may be also established, as well as at any points either on the seaboard or land frontiers.

The location of Native Custom-Houses in the Interior may be changed as the circumstances of trade seem to require, but any change must be communicated to the British Government, so that the list may be corrected; the originally stated number of them shall not, however, be exceeded.

Junk trade. Goods carried by junks or sailing-vessels trading to or from Open Ports shall not pay lower duties than the combined duties and surtax on similar cargo carried by steamers.

Export surtax payable on native produce. Native produce, when transported from one place to another in the Interior, shall, on arrival at the first Native Custom-House after leaving the place of production, pay duty equivalent to the export surtax mentioned in Section 7.

When this duty has been paid, a certificate shall be given which shall describe the nature of the goods, weight, number of packages, &c., amount of duty paid, and intended destination. This certificate, which shall be valid for a fixed period of not less than one year from date of payment of duty, shall free the goods from all taxation, examination, delay, or stoppage at any other Native Custom-Houses passed *en route*.

If the goods are taken to a place not in the foreign settlements or concessions of an Open Port, for local use, they become there liable to the Consumption Tax described in Section 8.

If the goods are shipped from an Open Port, the certificate is to be accepted by the Custom-House concerned in lieu of the export surtax mentioned in Section 7.

No special tax on junks, boats, or carts. Junks, boats, or carts shall not be subjected to any taxation beyond a small and reasonable charge, paid periodically at a fixed annual rate. This does not exclude the right to levy, as at present, tonnage (Chuan Chao) and port dues (Chuan Liao) on junks.

Duty on opium. SEC. 4. Foreign opium duty and present *li-kin*—which latter will now become a surtax in lieu of *li-kin*—shall remain as provided for by existing treaties.

SEC. 5. The British Government have no intention whatever of interfering with China's right to tax native opium, but it is essential to declare that, in her arrangements for levying such taxation, China will not subject other goods to taxation, delay, or stoppage.

China is free to retain at important points on the borders of each province—either on land or water—offices for collecting duty on native opium, where duties or contributions leviable shall be paid in one lump sum; which payment shall cover taxation of all kinds within that province. Each cake of opium will have a stamp affixed as evidence of duty payment. Excise officers and police may be employed in connection with these offices; but no barriers or other obstructions are to be erected, and the Excise officers or police of these offices shall not stop or molest any other kinds of goods, or collect taxes thereon.

A list of these offices shall be drawn up and communicated to the British Government for record.

SEC. 6. *Li-kin* on salt is hereby abolished and the amount of said *li-kin* and of other taxes and contributions shall be added to the salt duty, which shall be collected at place of production or at first station after entering the province where it is to be consumed.

Salt tax.

The Chinese Government shall be at liberty to establish salt reporting offices at which boats conveying salt which is being moved under salt passes or certificates may be required to stop for purposes of examination, and to have their certificates *viséd*, but at such offices no *li-kin* or transit taxation shall be levied and no barriers or obstructions of any kind shall be erected.

SEC. 7. The Chinese Government may recast the Export Tariff with specific duties, as far as practicable, on a scale not exceeding 5 per cent. *ad valorem;* but existing export duties shall not be raised until at least six months' notice has been given.

Export tariff may be recast.

In cases where existing export duties are above 5 per cent. they shall be reduced to not more than that rate.

An additional special surtax of one half the export duty payable for the time being, in lieu of internal taxation and *li-kin*, may be levied at time of export on goods exported either to foreign countries or coastwise.

In the case of silk, whether hand or filature reeled, the total export duty shall not exceed a specific rate equivalent to not more than 5 per cent. *ad valorem.* Half of this specific duty may be levied at the first Native Custom-House in the interior which the silk may pass, and in such case a certificate shall be given as provided for in section 3, and will be accepted by the Custom-House concerned at place of export in lieu of half the export duty. Cocoons passing native Custom-Houses shall be liable to no taxation whatever. Silk not exported, but consumed in China, is liable to the consumption tax mentioned, and under conditions mentioned, in section 8.

Special export duty on silk.

SEC. 8. The abolition of the *li-kin* system in China, and the abandonment of all other kinds of internal taxation on foreign imports and on exports, will diminish the revenue materially. The surtax on foreign imports and exports and on coastwise exports is intended to compensate in a measure for this loss of revenue, but there remains the loss of *li-kin* revenue on internal trade to be met, and it is therefore agreed that the Chinese Government are at liberty to impose a Consumption Tax on articles of Chinese origin not intended for export.

Consumption tax.

This tax shall be levied only at places of consumption, and not on goods while in transit, and the Chinese Government solemnly undertake that the arrangements which they may make for its collection

shall in no way interfere with foreign goods or with native goods for export. The fact of goods being of foreign origin shall of itself free them from all taxation, delay, or stoppage after having passed the Custom-House.

Foreign goods which bear a similarity to native goods shall be furnished by the Custom-House, if required by the owner, with a protective certificate for each package, on payment of import duty and surtax, to prevent the risk of any dispute in the Interior.

Native goods brought by junks to Open Ports, if intended for local consumpton—irrespective of the nationality of the owner of the goods—shall be reported at the Native Custom-House only, where the consumption tax may be levied.

China is at liberty to fix the amount of this (consumption) tax, which may vary according to the nature of the merchandise concerned, that is to say, according as the articles are necessaries of life or luxuries; but it shall be levied at a uniform rate on goods of the same description, no matter whether carried by junk, sailing-vessel, or steamer. As mentioned in Section 3, the Consumption Tax is not to be levied within foreign settlements or concessions.

SEC. 9. An excise equivalent to double the import duty as laid down in the Protocol of 1901 is to be charged on all machine-made yarn and cloth manufactured in China, whether by foreigners at the Open Ports or by Chinese anywhere in China.

Excise on machine-made products.

A rebate of the import duty and two-thirds of the Import Surtax is to be given on raw cotton imported from foreign countries, and of all duties, including Consumption Tax, paid on Chinese raw cotton used in mills in China.

Chinese machine-made yarn or cloth having paid excise is to be free of Export Duty, Export Surtax, Coast-Trade Duty, and Consumption Tax. This Excise is to be collected through the Imperial Maritime Customs.

The same principle and procedure are to be applied to all other products of foreign type turned out by machinery, whether by foreigners at the Open Ports or by Chinese anywhere in China.

This stipulation is not to apply to the outturn of the Hanyang and Ta Yeh Iron Works in Hupeh and other similar existing Government works at present exempt from taxation; or to that of Arsenals, Government Dockyards, or establishments of that nature, for Government purposes which may hereafter be erected.

SEC. 10. A member or members of the Imperial Maritime Customs Foreign Staff shall be selected by each of the Governors-General and Governors, and appointed, in consultation with the Inspector-General of Imperial Maritime Customs to each province for duty in connection with Native Customs

Staff in connection with Native Customs Affairs.

Affairs, Consumption Tax, Salt, and Native Opium Taxes. These officers shall exercise an efficient supervision of the working of these departments, and in the event of their reporting any case of abuse, illegal exaction, obstruction to the movement of goods, or other cause of complaint, the Governor-General or Governor concerned will take immediate steps to put an end to same.

SEC. 11. Cases where illegal action as described in this Article is complained of shall be promptly investigated by an officer of the Chinese Government of sufficiently high rank, in conjunction with a British officer and an officer of the Imperial Maritime Customs, each of sufficient standing; and in the event of its being found by a majority of the investigating officers that the complaint is well founded, and loss has been incurred, due compensation is to be at once paid from the Surtax funds, through the Imperial Maritime Customs at the nearest open port. The High Provincial Officials are to be held responsible that the officer guilty of the illegal action shall be severely punished and removed from his post.

Investigation of complaints.

If the complaint turns out to be without foundation, complainant shall be held responsible for the expenses of the investigation.

His Britannic Majesty's Minister will have the right to demand investigation where, from the evidence before him, he is satisfied that illegal exactions or obstructions have occurred.

SEC. 12. The Chinese Government agree to open to foreign trade, on the same footing as the places opened to foreign trade by the Treaties of Nanking and Tien-tsin, the following places, namely:—

Localities opened to foreign trade.

Ch'angsha, in Hunan;
Wanhsien, in Szechuen;
Nganking, in Anhui;
Waichow (Hui-chow), in Kuangtung; and
Kongmoon (Chiang-mên), in Kuangtung.

Foreigners residing in these Open Ports are to observe the Municipal and Police Regulations on the same footing as Chinese residents, and they are not to be entitled to establish Municipalities and Police of their own within the limits of these Treaty ports, except with the consent of the Chinese authorities.

If this Article does not come into operation, the right to demand under it the opening of these ports, with the exception of Kongmoon, which is provided for in Article X, shall lapse.

SEC. 13. Subject to the provisions of Section 14, the arrangements provided for in this Article are to come into force on the 1st January, 1904.

Date on which provisions come into force.

By that date all *li-kin* barriers shall be removed,

and officials employed in the collection of taxes and dues prohibited by this Article shall be removed from their posts.

Conditions on which provisions become operative.

SEC. 14. The condition on which the Chinese Government enter into the present engagement is that all Powers entitled to most-favoured-nation treatment in China enter into the same engagements as Great Britain with regard to the payment of surtaxes and other obligations imposed by this Article on His Britannic Majesty's Government and subjects.

The conditions on which His Britannic Majesty's Government enter into the present engagement are—

(1.) That all Powers who are now or who may hereafter become entitled to most-favoured-nation treatment in China enter into the same engagements;

(2.) And that their assent is neither directly nor indirectly made dependent on the granting by China of any political concession, or of any exclusive commercial concession.

SECTION 15. Should the Powers entitled to most-favoured-nation treatment by China have failed to agree to enter into the engagements undertaken by Great Britain under this Article by the 1st January, 1904, then the provisions of the Article shall only come into force when all the Powers have signified their acceptance of these engagements.

Edict when provisions are put in force.

SECTION 16. When the abolition of *li-kin* and other forms of internal taxation on goods as provided for in this Article has been decided upon and sanctioned, an Imperial Edict shall be published in due form on yellow paper and circulated, setting forth the abolition of all *li-kin* taxation, *li-kin* barriers and all descriptions of internal taxation on goods, except as provided for in this Article.

The Edict shall state that the Provincial High Officials are responsible that any official disregarding the letter or spirit of its injunction shall be severely punished and removed from his post.

ARTICLE IX.[a]

Development of mining.

The Chinese Government, recognizing that it is advantageous for the country to develop its mineral resources, and that it is desirable to attract foreign as well as Chinese capital to embark in mining enterprises, agree within one year from the signing of this Treaty to initiate and conclude the revision of the existing Mining Regulations. China will, with all expedition and earnestness, go into the whole question of Mining Rules, and, selecting from the rules of Great Britain, India, and other countries regulations which seem applicable to the condition of China, she will recast her present Mining Rules in such a way as, while promoting the interests of Chinese subjects and not injuring

[a] See U. S. Treaty of 1903, Art. VII.

in any way the sovereign rights of China, shall offer no impediment to the attraction of foreign capital or place foreign capitalists at a greater disadvantage than they would be under generally-accepted foreign Regulations.

Any mining concession granted after the publication of these new Rules shall be subject to their provisions.

ARTICLE X.[a]

Navigation of inland waters.

Whereas in the year 1898 the Inland Waters of China were opened to all such steam vessels, native or foreign, as might be especially registered for that trade at the Treaty ports, and whereas the Regulations dated the 28th July, 1898, and Supplementary Rules dated September 1898, have been found in some respects inconvenient in working, it is now mutually agreed to amend them and to annex such new Rules to this Treaty. These Rules shall remain in force until altered by mutual consent.

New treaty port and ports of call.

It is further agreed that Kongmoon shall be opened as a Treaty Port, and that, in addition to the places named in the special Article of the Burmah Convention of the 4th February, 1897, British steamers shall be allowed to land or ship cargo and passengers, under the same regulations as apply to the "Ports of Call" on the Yang-tsze River, at the following "Ports of Call": Pak Tau Hau (Pai-t'u k'ou), Lo Ting Hau (Lo-ting k'ou), and Do Sing (Tou-ch'êng); and to land or discharge passengers at the following ten passenger landing stages on the West River:—Yung Ki (Jung-chi), Mah Ning (Ma-ning), Kau Kong (Chiu-chiang), Kulow (Ku-lao), Wing On (Yung-an), How Lik (Hou-li), Luk Pu (Lu-pu), Yuet Sing (Yüeh-ch'eng), Luk To (Lu-tu), and Fung Chuen (Fêng-ch'uan).

ARTICLE XI.[b]

Morphia not to be imported.

His Britannic Majesty's Government agree to the prohibition of the general importation of morphia into China, on condition, however, that the Chinese Government will allow of its importation, on payment of the Tariff import duty and under special permit, by duly qualified British medical practitioners and for the use of hospitals, or by British chemists and druggists who shall only be permitted to sell it in small quantities and on receipt of a requisition signed by a duly qualified foreign medical practitioner.

The special permits above referred to will be granted to an intending importer on his signing a bond before a British Consul guarantee-

[a] See Japanese Treaty of 1903, Art. III, and U. S. Treaty of 1903, Art. XII. The Regulations and Supplementary Rules referred to are published in *Brit. and For. State Papers*, XC, 431–434.

[b] See U. S. Treaty, 1903, Art. XVI.

ing the fulfilment of these conditions. Should an importer be found guilty before a British Consul of a breach of his bond, he will not be entitled to take out another permit. Any British subject importing morphia without a permit shall be liable to have such morphia confiscated.

This Article will come into operation on all other Treaty Powers agreeing to its conditions, but any morphia actually shipped before that date will not be affected by this prohibition.

The Chinese Government, on their side, undertake to adopt measures at once to prevent the manufacture of morphia in China.

ARTICLE XII.[a]

Exterritoriality to end.

China having expressed a strong desire to reform her judicial system and to bring it into accord with that of Western nations, Great Britain agrees to give every assistance to such reform, and she will also be prepared to relinquish her extra-territorial rights when she is satisfied that the state of the Chinese laws, the arrangement for their administration, and other considerations warrant her in so doing.

ARTICLE XIII.

Commission for study of missionary question.

The missionary question in China being, in the opinion of the Chinese Government, one requiring careful consideration, so that, if possible, troubles such as have occurred in the past may be averted in the future, Great Britain agrees to join in a Commission to investigate this question, and, if possible, to devise means for securing permanent peace between converts and non-converts, should such a Commission be formed by China and the Treaty Powers interested

ARTICLE XIV.

Exportation of rice.

Whereas under Rule V appended to the Treaty of Tien-tsin of 1858 British merchants are permitted to export rice and all other grain from one port of China to another under the same conditions in respect of security as copper "cash," it is now agreed that in cases of expected scarcity or famine, from whatsoever cause, in any district, the Chinese Government shall, on giving twenty-one days' notice, be at liberty to prohibit the shipment of rice and other grain from such district.

Should any vessel specially chartered to load rice or grain previously contracted for, have arrived at her loading port prior to or on the day when a notice of prohibition to export comes into force she shall be allowed an extra week in which to ship her cargo.

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[a] See Japanese Treaty of 1903, Art. XI, and U. S. Treaty of 1903, Art. XV.

If, during the existence of this prohibition, any shipment of rice or grain is allowed by the authorities, the prohibition shall, *ipso facto*, be considered cancelled, and shall not be reimposed until six weeks' notice has been given.

When a prohibition is notified, it will be stated whether the Government have any Tribute or Army Rice which they intend to ship during the time of prohibition, and, if so, the quantity shall be named.

Such rice shall not be included in the prohibition, and the Customs shall keep a record of any Tribute or Army Rice so shipped or landed.

The Chinese Government undertake that no rice, other than Tribute or Army Rice belonging to the Government, shall be shipped during the period of prohibition.

Notifications of prohibitions and of the quantities of Army or Tribute Rice for shipment shall be made by the Governors of the provinces concerned.

Similarly, notifications of the removals of prohibitions shall be made by the same authorities.

The export of rice and other grain to foreign countries remains prohibited.

ARTICLE XV.[a]

Revision of tariff.

It is agreed that either of the High Contracting Parties to this Treaty may demand a revision of the Tariff at the end of ten years; but if no demand be made on either side within six months after the end of the first ten years, then the Tariff shall remain in force for ten years more, reckoned from the end of the preceding ten years, and so it shall be at the end of each successive ten years.

Most favored nation treatment.

Any Tariff concession which China may hereafter accord to articles of the produce or manufacture of any other State shall immediately be extended to similar articles of the produce or manufacture of His Britannic Majesty's Dominions by whomsoever imported.

Treaties already existing between the United Kingdom and China shall continue in force in so far as they are not abrogated or modified by stipulations of the present Treaty.

ARTICLE XVI.

English text authoritative.

The English and Chinese Texts of the present Treaty have been carefully compared, but in the event of there being any difference of meaning between them, the sense as expressed in the English text shall be held to be the correct sense.

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[a] See Japanese Treaty of 1903, Arts. I and IX, and U. S. Treaty of 1903, Arts. V and XVII.

The ratifications of this Treaty, under the hand of His Majesty the King of Great Britain and Ireland and of His Majesty the Emperor of China respectively, shall be exchanged at Peking within a year from this day of signature.

In token whereof the respective Plenipotentiaries have signed and sealed this Treaty—two copies in English and two in Chinese.

Done at Shanghae, this 5th day of September, in the year of our Lord 1902, corresponding with the Chinese date the 4th day of the 8th moon of the 28th year of Kwang Hsü.

[L. S.] JAS. L. MACKAY.

(Signature of his Excellency Lü Hai-huan.)

(Signature of his Excellency Shêng Hsüan-huai.)

(Seal of the Chinese Plenipotentiaries.)

ANNEX A (1).

[Translation.]

Lü, President of the Board of Works;

Shêng, Junior Guardian of the Heir-Apparent, Vice-President of the Board of Works;

Imperial Chinese Commissioners for dealing with the questions connected with the Commercial Treaties; to

Sir JAMES MACKAY, His Britannic Majesty's Special Commissioner for the discussion of Treaty matters.

SHANGHAE, K. H. XXVIII, *7th moon, 11th day.*

(Received August 15, 1902).

We have the honour to inform you that we have received the following telegram from his Excellency Liu, Governor-General of the Liang Chiang, on the subject of clause 2, mutually agreed upon by us:—

"As regards this clause, it is necessary to insert therein a clear stipulation to the effect that, no matter what changes may take place in the future, all customs duties must continue to be calculated on the basis of the existing higher rate of the Haikwan tael over the Treasury tael, and that the 'touch' and weight of the former must be made good."

As we have already arranged with you that a declaration of this kind should be embodied in an official Note, and form an annex to to the present Treaty, for purposes of record, we hereby do ourselves the honour to make this communication.

(Seal of the Imperial Commissioners for dealing with questions connected with Treaty Revision.)

ANNEX A (2).

SHANGHAE, *August 18, 1902.*

GENTLEMEN: I have the honour to acknowledge the receipt of your despatch of the 14th instant, forwarding copy of a telegram from his Excellency Liu, Governor-General of the Liang Chiang, on the subject of Article II of the new Treaty, and, in reply, I have the honour to state that his Excellency's understanding of the Article is perfectly correct.

I presume the Chinese Government will make arrangements for the coinage of a national silver coin of such weight and touch as may be decided upon by them. These coins will be made available to the public in return for a quantity of silver bullion of equivalent weight and fineness, plus the usual mintage charge.

The coins, which will become the national coinage of China, will be declared by the Chinese Government to be legal tender in payment of Customs duty and in discharge of obligations contracted in Haikwan taels, but only at their proportionate value to the Haikwan tael, whatever that may be.

I have, &c.

(Signed) JAS. L. MACKAY.

Their Excellencies LÜ HAI-HUAN and SHÊNG HSÜAN-HUAI, &c., &c., &c.

ANNEX B (1).

[Translation.]

LÜ, President of the Board of Works;
SHÊNG, Junior Guardian of the Heir-Apparent, Vice-President of Board of Works;
Imperial Chinese Commissioners for dealing with questions connected with the Commercial Treaties; to
Sir JAMES L. MACKAY, His Britannic Majesty's Special Commissioner.

SHANGHAE, *September 2, 1902.*

We have the honour to inform you that on the 22nd August we, in conjunction with the Governors-General of the Liang Chiang and the Hu-kuang Provinces, their Excellencies Liu and Chang, addressed the following telegraphic Memorial to the Throne:—

"Of the revenue of the different provinces derived from *li-kin* of all kinds, a portion is appropriated for the services of the foreign loans, a portion for the Peking Government, and the balance is reserved for the local expenditure of the provinces concerned.

"In the negotiations now being conducted with Great Britain for the amendment of the Commercial Treaties, a mutual arrangement has been come to providing for the imposition of additional taxes, in compensation for the abolition of all kinds of *li-kin* and other imposts on goods prohibited by Article VIII. After payment of interest and

sinking fund on the existing foreign loan to the extent to which *li-kin* is thereto pledged, these additional taxes shall be allocated to the various provinces to make up deficiencies and replace revenue, in order that no hardships may be entailed on them. With a view to preserving the original intention underlying the proposal to increase the duties in compensation for the loss of revenue derived from *li-kin* and other imposts on goods, it is further stipulated that the surtaxes shall not be appropriated for other purposes, shall not form part of the Imperial Maritime Customs revenue proper, and shall in no case be pledged as security for any new foreign loan.

"It is therefore necessary to memorialize for the issue of an Edict, giving effect to the above stipulations and directing the Board of Revenue to find out what proportion of the provincial revenues derived from *li-kin* of all kinds, now about to be abolished, each Province has hitherto had to remit, and what proportion it has been entitled to retain, so that, when the Article comes into operation, due apportionment may be made accordingly, thus providing the provinces with funds available for local expenditure, and displaying equitable and just treatment towards all."

On the 1st instant an Imperial Decree "Let action, as requested, be taken" was issued, and we now do ourselves the honour reverently to transcribe the same for your information.

(Seal of the Imperial Commissioners for dealing with questions connected with Treaty Revision.)

ANNEX B (2).

SHANGHAE, *September 5, 1902.*

GENTLEMEN,

I have the honour to acknowledge the receipt of your despatch of the 2nd instant forwarding the text of the Memorial and Decree dealing with the disposal of the surtaxes.

I understand that the surtaxes, in addition to not being pledged for any new foreign loan, are not to be pledged to, or held to be security for, liabilities already contracted by China except in so far as *li-kin* revenue has already been pledged to an existing loan.

I also understand from the Memorial that the whole of the surtaxes provided by Article VIII of the New Treaty goes to the Provinces in proportions to be agreed upon between them and the Board of Revenue, but that out of these surtaxes each Province is obliged to remit to Peking the same contribution as that which it has hitherto remitted out of its *li-kin* collections, and that the Provinces also provide as hitherto out of these surtax funds whatever may be necessary for the service of the foreign loan to which *li-kin* is partly pledged.

I hope your Excellencies will send me a reply to this despatch, and

that you will agree to this correspondence forming part of the Treaty as an Annex.

I have, &c.

(Signed) JAS. L. MACKAY.

Their Excellencies LÜ HAI-HUAN and SHÊNG HSÜAN-HUAI, &c., &c., &c.

ANNEX B (3).

[Translation.]

LÜ, President of the Board of Works;

SHÊNG, Junior Guardian of the Heir-Apparent, Vice-President of the Board of Works;

Imperial Chinese Commissioners for dealing with questions connected with the Commercial Treaties; to

Sir JAMES L. MACKAY, His Britannic Majesty's Special Commissioner.

SHANGHAE, *September 5, 1902.*

We have the honour to acknowledge the receipt of your communication of to-day's date with regard to the allocation of the surtax funds allotted to the Provinces, and to inform you that the views therein expressed are the same as our own.

We would, however, wish to point out that, were the whole amount of the allocation due paid over to the Provinces, unnecessary expense would be incurred in the retransmission by them of such portions thereof as would have to be remitted to Peking in place of the contributions hitherto payable out of *li-kin* revenue. The amount, therefore, of the allocation due to the Provinces, arranged between them and the Board of Revenue, will be retained in the hands of the Maritime Customs, who will await the instructions of the provinces in regard to the remittance of such portion thereof as may be necessary to fulfil their obligations, and (on receipt of these instructions) will send forward the amount direct. The balance will be held to the order of the Provinces.

In so far as *li-kin* is pledged to the service of the 1898 loan, a similar method of procedure will be adopted.

As you request that this correspondence be annexed to the Treaty, we have the honour to state that we see no objection to this being done.

(Seal of the Imperial Commissioners for dealing with questions connected with Treaty Revision.)

ANNEX C.

INLAND WATERS STEAM NAVIGATION.

ADDITIONAL RULES.

1. British steam-ship owners are at liberty to lease warehouses and jetties on the banks of waterways from Chinese subjects for a term

not exceeding twenty-five years, with option of renewal on terms to be mutually arranged. In cases where British merchants are unable to secure warehouses and jetties from Chinese subjects on satisfactory terms, the local officials, after consultation with the Minister of Commerce, shall arrange to provide these on renewable lease, as above mentioned, at current equitable rates.

2. Jetties shall only be erected in such positions that they will not obstruct the inland waterway or interfere with navigation, and with the sanction of the nearest Commissioner of Customs; such sanction, however, shall not be arbitrarily withheld.

3. British merchants shall pay taxes and contributions on these warehouses and jetties on the same footing as Chinese proprietors of similar properties in the neighbourhood. British merchants may only employ Chinese agents and staff to reside in warehouses so leased at places touched at by steamers engaged in inland traffic to carry on their business; but British merchants may visit these places from time to time to look after their affairs. The existing rights of Chinese jurisdiction over Chinese subjects shall not by reason of this clause be diminished or interfered with in any way.

4. Steam-vessels navigating the inland waterways of China shall be responsible for loss caused to riparian proprietors by damage which they may do to the banks or works on them, and for the loss which may be caused by such damage. In the event of China desiring to prohibit the use of some particular shallow waterway by launches, because there is reason to fear that the use of it by them would be likely to injure the banks and cause damage to the adjoining country, the British authorities, when appealed to, shall, if satisfied of the validity of the objection, prohibit the use of that waterway by British launches, provided that Chinese launches are also prohibited from using it.

Both foreign and Chinese launches are prohibited from crossing dams and weirs at present in existence on inland waterways where they are likely to cause injury to such works, which would be detrimental to the water service of the local people.

5. The main object of the British Government in desiring to see the inland waterways of China opened to steam navigation being to afford facilities for the rapid transport of both foreign and native merchandise, they undertake to offer no impediment to the transfer to a Chinese Company and the Chinese flag of any British steamer which may now or hereafter be employed on the inland waters of China, should the owner be willing to make the transfer.

In the event of a Chinese Company registered under Chinese law being formed to run steamers on the inland waters of China, the fact of British subjects holding shares in such a Company shall not entitle the steamers to fly the British flag.

6. Registered steamers and their tows are forbidden, just as junks have always been forbidden, to carry contraband goods. Infraction of this rule will entail the penalties prescribed in the Treaties for such an offence, and cancellation of the Inland Waters Navigation Certificate carried by the vessels, which will be prohibited from thereafter plying on inland waters.

7. As it is desirable that the people living inland should be disturbed as little as possible by the advent of steam-vessels to which they are not accustomed, inland waters not hitherto frequented by steamers shall be opened as gradually as may be convenient to merchants and only as the owners of steamers may see prospect of remunerative trade.

In cases where it is intended to run steam-vessels on waterways on which such vessels have not hitherto run, intimation shall be made to the Commissioner of Customs at the nearest open port, who shall report the matter to the Ministers of Commerce. The latter, in conjunction with the Governor-General or the Governor of the Province, after careful consideration of all the circumstances of the case, shall at once give their approval.

8. A registered steamer may ply within the waters of a port, or from one open port or ports to another open port or ports, or from one open port or ports to places inland, and thence back to such port or ports. She may, on making due report to the Customs, land or ship passengers or cargo at any recognized places of trade passed in the course of the voyage; but may not ply between inland places exclusively except with the consent of the Chinese Government.

9. Any cargo and passenger boats may be towed by steamers. The helmsman and crew of any boat towed shall be Chinese. All boats, irrespective of ownership, must be registered before they can proceed inland.

10. These Rules are supplementary to the Inland Steam Navigation Regulations of July and September, 1898. The latter, where untouched by the present Rules, remain in full force and effect, but the present Rules hold in the case of such of the former Regulations as the present Rules affect. The present Rules and the Regulations of July and September, 1898, to which they are supplementary, are provisional, and may be modified, as circumstances require, by mutual consent.

Done at Shanghae this 5th day of September in the year of our Lord, 1902; corresponding with the Chinese date, the 4th day of the 8th moon of the 28th year of Kwang Hsü.

[L.S.] JAS. L. MACKAY.

(Signature of his Excellency Lü Hai-huan.)

(Signature of his Excellency Shêng Hsüan-huai.)

(Seal of the Chinese Plenipotentiaries.)

No. 19.

JAPAN.

SUPPLEMENTARY TREATY OF COMMERCE AND NAVIGATION BETWEEN JAPAN AND CHINA.

SIGNED AT SHANGHAI, OCTOBER 8, 1903.
RATIFICATIONS EXCHANGED, JANUARY 11, 1904.

His Majesty the Emperor of Japan and His Majesty the Emperor of China, in order to give full effect to the provisions of Article XI of the Final Protocol signed at Peking on the seventh day of the ninth month of the thirty-fourth year of Meiji, corresponding to the twenty-fifth day of the seventh moon of the twenty-seventh year of Kuang-hsü, have resolved to conclude a Supplementary Treaty of Commerce and Navigation, designed to facilitate and promote the commercial relations between Japan and China, and have for that purpose named as Their Plenipotentiaries, that is to say:

His Majesty the Emperor of Japan, Hioki Eki, Jugoi, Fifth Class of the Imperial Order of the Rising Sun, First Secretary of Legation, and Odagiri Masnoske, Shorokui, Fifth Class of the Imperial Order of the Rising Sun, Consul-General;

And His Majesty the Emperor of China, Lü Hai-huan, President of the Board of Public Works, Sheng Hsuan-huai, Junior Guardian of the Heir Apparent, formerly Senior Vice-President of the Board of Public Works, and Wu T'ing-fang, Senior Vice-President of the Board of Commerce:

Who, after having communicated to each other their Full Powers found to be in good and due form, have agreed upon and concluded the following Articles:—

ARTICLE I.[a]

Japan agrees to surtax on tariff duties, production, consumption, and excise taxes, when accepted by all other Powers.

Whereas China, with the object of reforming its fiscal system, proposes to levy a surtax in excess of the tariff rates on all goods passing through the Custom Houses, whether maritime or inland and frontier, in order to compensate in a measure for the loss incurred by the complete abolition of *likin*, Japan consents to pay the same surtax as is agreed upon between China and all the

[a] See British Treaty of 1902, Art. VIII, and U. S. Treaty of 1903, Art. IV.

Treaty Powers. With regard to the production tax, consumption tax and excise, and the taxes on native opium and salt, leviable by China, Japan also consents to accept the same arrangements as are agreed upon between all the Treaty Powers and China. It is understood however that the commerce, rights and privileges of Japan shall not, on account of the above, be placed at any disadvantage as compared with the commerce, rights and privileges of other Powers.

ARTICLE II.[a]

Improvement of navigation on upper Yang-tze River.

The Chinese Government agree to permit Japanese steamship-owners to erect, at their own expense, appliances for hauling through the rapids of that part of the Yang-tze-kiang between Ichang and Chungking. But as the interests of the population of the provinces of Szechuen, Hunan and Hupeh are involved, it is therefore necessary that the approval of the Imperial Maritime Customs be obtained before such appliances may be so erected.

These appliances, which shall be at the disposal of all vessels both steamers and junks, shall not obstruct the waterway nor interfere with the free passage of junks or of persons on the banks of the river. Such appliances shall be subject to special regulations to be drawn up by the Imperial Maritime Customs.

ARTICLE III.[b]

Navigation of inland waters.

The Chinese Government agree that any Japanese steamer capable of navigating the inland waterways, upon reporting at the Imperial Maritime Customs, may proceed for the purpose of trade from a treaty port to places inland, so reported, on complying with the Original and Supplementary Regulations for Steam Navigation Inland.

ARTICLE IV.[c]

Partnerships of Chinese and Japanese. Liabilities.

In case Chinese subjects conjointly with Japanese subjects organise a partnership or company for a legitimate purpose, they shall equitably share the profits and losses with all the members according to the terms of the agreement or memorandum and articles of association and the regulations framed thereunder, and they shall be liable to the fulfilment of the obligations imposed by the said agreement or memorandum and articles of association and the regulations framed thereunder as accepted by them and as interpreted by Japanese Courts. Should

[a] See British Treaty of 1902, Art. V, par. 2.
[b] See British Treaty of 1902, Art. X, par. 1.
[c] See British Treaty of 1902, Art. IV.

they fail to fulfil the obligations so imposed and legal action be taken against them in consequence, Chinese Courts shall at once enforce fulfillment of such obligations.

It is understood that in case Japanese subjects conjointly with Chinese subjects organise a partnership or company, they shall also equitably share the profits and losses with all the members according to the terms of the agreement or memorandum and articles of association and the regulations framed thereunder. Should such Japanese subjects fail to fulfil any of the obligations imposed by the said agreement or memorandum and articles of association or by the regulations framed thereunder, Japanese Courts shall in like manner at once enforce fulfilment of such obligations by them.

ARTICLE V.[a]

Protection of trade-marks.

The Chinese Government agree to make and faithfully enforce such regulations as are necessary for preventing Chinese subjects from infringing registered trade-marks held by Japanese subjects.

Protection of copyrights.

The Chinese Government likewise agree to make such regulations as are necessary for affording protection to registered copyrights held by Japanese subjects in the books, pamphlets, maps and charts written in the Chinese language and specially prepared for the use of Chinese people.

Registration of trade-marks and copyrights.

It is further agreed that the Chinese Government shall establish registration offices where foreign trade-marks and copyrights, upon application for the protection of the Chinese Government, shall be registered in accordance with the provisions of the regulations to be hereafter framed by the Chinese Government for the purpose of protecting trade-marks and copyrights.

It is understood that Chinese trade-marks and copyrights properly registered according to the provisions of the laws and regulations of Japan will receive similar protection against infringement in Japan.

This Article shall not be held to protect against due process of law any Japanese or Chinese subject who may be the author, proprietor or seller of any publication calculated to injure the well-being of China.

ARTICLE VI.[b]

National coinage in China.

China agrees to establish itself, as soon as possible, a system of uniform national coinage and provide for a uniform national currency which shall be freely used as legal tender in payment of all duties, taxes and other obli-

[a] See British Treaty of 1902, Art. VII, and U. S. Treaty of 1903, Art. IX, and Art. XI.

[b] See British Treaty of 1902, Art. II, and U. S. Treaty of 1903, Art. XIII.

gations by Japanese subjects as well as by Chinese subjects in the Chinese Empire. It is understood, however, that all Customs duties shall continue to be calculated and paid on the basis of the Haikwan tael.

ARTICLE VII.

Uniform standard of weights and measures in China.

As the weights and measures used by the mercantile and other classes for general and commercial purposes in the different provinces of China vary and do not accord with the standards fixed by the Imperial Government Boards, thus resulting in detriment to the trade of Chinese and foreigners, the Governors General and Governors of all the provinces, after careful inquiry into existing conditions, shall consult together and fix upon uniform standards which, after a Memorial to the Throne for sanction, shall be adopted and used in all transactions by officials and people throughout all the Empire. These standards shall be first used in the places opened to foreign trade and gradually extended to inland places. Any differences resulting from divergence between the new weights and measures and those now in vogue shall be equitably settled, whether by way of increase or decrease, according to the amount of such difference.

ARTICLE VIII.[a]

Regulations for steam navigation inland amended.

The Regulations for Steam Navigation Inland of the fifth moon of the twenty-fourth year of Kuang-hsü and the Supplementary Rules of the seventh moon of the same year having been found in some respects inconvenient in working, the Chinese Government hereby agree to amend them and to annex such new Rules to this Treaty.

These Rules shall remain in force until altered by mutual consent.

ARTICLE IX.

Confirming all treaties not hereby modified.

The provisions of all treaties and engagements now subsisting between Japan and China, in so far as they are not modified or repealed by this Act, are hereby confirmed; and it is hereby expressly stipulated in addition that the Japanese Government, Officers, Subjects, Commerce, Navigation, Shipping, Industries and Property of all kinds shall be allowed free and full participation in all privileges, immunities and advantages which have been or may hereafter be granted by His Majesty the Emperor of China or by the Chinese Government or by the Provincial or Local Administrations of China to the Government, Officers, Sub-

Most-favored-nation treatment.

[a] See British Treaty of 1902, Art. X, and U. S. Treaty of 1903, Art. XII.

jects, Commerce, Navigation, Shipping, Industries or Property of any other nation.

The Japanese Government will do its utmost to secure to Chinese Officers and Subjects resident in Japan the most favourable treatment compatible with the laws and regulations of the Empire.

ARTICLE X.[a]

Peking to be opened to international residence and trade.

The High Contracting Parties hereto agree that, in case of and after the complete withdrawal of the foreign troops stationed in the province of Chihli and of the Legation guards, a place of international residence and trade in Peking will be forthwith opened by China itself. The detailed regulations relating thereto shall be settled in due time after consultation.

Ch'ang-sha to be opened to foreign trade.

The Chinese Government agree to open to foreign trade, within six months from the exchange of the Ratifications of this Treaty, Ch'angsha-fu in the province of Hunan on the same footing as the ports already opened to foreign trade. Foreigners residing in this open port are to observe the Municipal and Police Regulations on the same footing as Chinese residents, and they are not to be entitled to establish a Municipality and Police of their own within the limits of this treaty port, except with the consent of the Chinese authorities.

Mukden and Tatungkow opened to foreign trade.

The Chinese Government agree that, upon the exchange of the Ratifications of this Treaty, Mukden and Tatungkow, both in the province of Shengking, will be opened by China itself as places of international residence and trade. The selection of suitable localities to be set apart for international use and occupation and the regulations for these places set apart for foreign residence and trade shall be agreed upon by the Governments of Japan and China after consultation together.

ARTICLE XI.[b]

Reform of judicial system of China. Exterritoriality to terminate.

The Government of China having expressed a strong desire to reform its judicial system and to bring it into accord with that of Japan and Western nations, Japan agrees to give every assistance to such reform, and will also be prepared to relinquish its extra-territorial rights when satisfied that the state of the Chinese laws, the arrangements for their administration and other considerations warrant it in so doing.

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[a] See British Treaty of 1902, Art. VIII, sec. 12, and U. S. Treaty of 1903, Art. XII, par. 3. On first paragraph, see Annex 6 of present treaty.

[b] See British Treaty of 1902, Art. XII, and U. S. Treaty of 1903, Art. XV.

ARTICLE XII.

English text authoritative.

The present Treaty is signed in the Japanese, Chinese and English languages. In order, however, to prevent future discussions, the Plenipotentiaries of the High Contracting Parties have agreed that in case of any divergence in the interpretation between the Japanese and Chinese Texts of the Treaty, the difference shall be settled by reference to the English Text.

ARTICLE XIII.

The present Treaty shall be ratified by His Majesty the Emperor of Japan and His Majesty the Emperor of China, and the Ratifications thereof shall be exchanged at Peking as soon as possible and not later than six months from the present date.[a]

In witness whereof the respective Plenipotentiaries have signed the same and have affixed thereto the seals of their arms.

Done at Shanghai this eighth day of the tenth month of the thirty-six year of Meiji, corresponding to the eighteenth day of the eighth moon of the twenty-ninth year of Kuang-hsü.

[L.S.] HIOKI EKI.
[L.S.] ODAGIRI MASNOSKE.
(Signature of His Excellency Lü Hai-huan.)
(Signature of His Excellency Sheng Hsuan-huai.)
(Signature of His Excellency Wu T'ing-fang.)

ANNEX I.

INLAND WATERS STEAM NAVIGATION.

ADDITIONAL RULES.

1. Japanese steamship-owners are at liberty to lease warehouses and jetties on the banks of waterways from Chinese subjects for a term not exceeding twenty-five years, with option of renewal on terms to be mutually arranged. In cases where Japanese merchants are unable to secure warehouses and jetties from Chinese subjects on satisfactory terms, the local officials, after consultation with the Governor or Governor General or Minister of Commerce, shall arrange to provide these on renewable lease, as above mentioned, at current equitable rates.

2. Jetties shall only be erected in such positions that they will not obstruct the inland waterway or interfere with navigation, and with the sanction of the nearest Commissioner of Customs; such sanction, however, shall not be arbitrarily withheld.

3. Japanese merchants shall pay taxes and contributions on these warehouses and jetties on the same footing as Chinese proprietors of

[a] Ratifications were exchanged on January 11, 1904.

similar properties in the neighbourhood. Japanese merchants may only employ Chinese agents and staff to reside in warehouses so leased at places touched at by steamers engaged in inland traffic to carry on their business; but Japanese merchants may visit these places from time to time to look after their affairs. The existing rights of Chinese jurisdiction over Chinese subjects shall not by reason of this clause be diminished or interfered with in any way.

4. Steam vessels navigating the inland waterways of China shall be responsible for loss caused to riparian proprietors by damage which they may do to the banks or works on them, and for the loss which may be caused by such damage.

In the event of China desiring to prohibit the use of some particular shallow waterway by launches, because there is reason to fear that the use of it by them would be likely to injure the banks and cause damage to the adjoining country, the Japanese authorities, when appealed to, shall, if satisfied of the validity of the objection, prohibit the use of that waterway by Japanese launches, provided that Chinese launches are also prohibited from using it.

Both Foreign and Chinese launches are prohibited from crossing dams and weirs at present in existence on inland waterways where they are likely to cause injury to such works, which would be detrimental to the water service of the local people.

5. The main object of the Japanese Government in desiring to see the inland waterways of China opened to steam navigation being to afford facilities for the rapid transport of both foreign and native merchandise, they undertake to offer no impediment to the transfer to a Chinese company and the Chinese flag of any Japanese steamer which may now or hereafter be employed on the inland waters of China, should the owner be willing to make the transfer.

In the event of a Chinese company registered under Chinese law being formed to run steamers on the inland waters of China, the fact of Japanese subjects holding shares in such a company shall not entitle the steamers to fly the Japanese flag.

6. Registered steamers and their tows are forbidden, just as junks have always been forbidden, to carry contraband goods. Infraction of this rule will entail the penalties prescribed in the treaties for such an offence, and cancellation of the Inland Waters Navigation Certificate carried by the vessels, which will be prohibited from thereafter plying on inland waters.

7. As it is desirable that the people living inland should be disturbed as little as possible by the advent of steam vessels to which they are not accustomed, inland waters not hitherto frequented by steamers shall be opened as gradually as may be convenient to merchants and only as the owners of steamers may see prospect of remunerative trade.

In cases where it is intended to run steam vessels on waterways on which such vessels have not hitherto run, intimation shall be made to the Commissioner of Customs at the nearest open port, who shall report the matter to the Ministers of Commerce. The latter, in conjunction with the Governor General or Governor of the province, after careful consideration of all the circumstances of the case, shall at once give their approval.

8. A registered steamer may ply within the waters of a port, or from one open port or ports to another open port or ports, or from one open port or ports to places inland, and thence back to such port or ports. She may, on making due report to the Customs, land or ship passengers or cargo at any recognized places of trade passed in the course of the voyage; but may not ply between inland places exclusively except with the consent of the Chinese Government.

9. Any cargo and passenger boats may be towed by steamers. The helmsman and crew of any boat towed shall be Chinese. All boats, irrespective of ownership, must be registered before they can proceed inland.

10. The above Rules are supplementary to the Regulations published in the fifth and seventh moons of the twenty-fourth year of Kuang-hsü, which remain in full force and effect in so far as they are not modified by the Rules now agreed upon.

The present Rules and the Regulations of the fifth and seventh moons of the twenty-fourth year of Kuang-hsü may hereafter be modified, as circumstances require, by mutual consent.

Done at Shanghai this eighth day of the tenth month of the thirty-sixth year of Meiji, corresponding to the eighteenth day of the eighth moon of the twenty-ninth year of Kuang-hsü.

[L. S.] HIOKI EKI.

[L. S.] ODAGIRI MASNOSKE.

(Signature of His Excellency Lü Hai-huan.)

(Signature of His Excellency Sheng Hsuan-huai.)

(Signature of His Excellency Wu T'ing-fang.)

ANNEX 2.

IMPERIAL JAPANESE COMMISSIONERS FOR TREATY REVISION
to
IMPERIAL CHINESE COMMISSIONERS FOR TREATY REVISION.

SHANGHAI, *the 8th Day of the 10th Month of the 36th Year of Meiji.*

GENTLEMEN,

According to Article III of the present Treaty the Chinese Government agree that any Japanese steamer capable of navigating the

Inland Waterways, upon reporting at the Imperial Maritime Customs, may proceed for the purpose of trade from a treaty port to places inland, so reported, on complying with the Original and Supplementary Regulations for Steam Navigation Inland.

It is understood that all classes of Japanese steamers, whatever their size, provided they are capable of navigating the Inland Waterways, may on complying with the Regulations receive an Inland Waters Certificate and carry on trade with inland places, and the Chinese Government will in no case raise difficulties and stop such steamers from plying to and from inland places.

We have the honour, in order to prevent future misunderstandings, to address this despatch to Your Excellencies and to request that instructions be sent to the Inspector General of Maritime Customs to act in accordance with this understanding. We have further the honour to request a reply from Your Excellencies.

We have the honour to be, gentlemen,

Your obedient Servants,

(Signed) HIOKI EKI.

(Signed) ODAGIRI MASNOSKE.

Their Excellencies

LÜ HAI-HUAN,

SHENG HSUAN-HUAI,

WU T'ING-FANG,

His Imperial Chinese Majesty's Commissioners for Treaty Revision.

ANNEX 3.

IMPERIAL CHINESE COMMISSIONERS FOR TREATY REVISION

to

IMPERIAL JAPANESE COMMISSIONERS FOR TREATY REVISION.

SHANGHAI, *the 18th Day of the 8th Moon of the 29th Year of Kuang-hsü.*

GENTLEMEN,

We have the honour to acknowledge the receipt of Your Excellencies' despatch of this date, written with a view of preventing future misunderstandings, to the effect that, in accordance with the provisions of Article III of the present Treaty, all classes of Japanese steamers, whatever their size, provided they are capable of navigating the Inland Waterways, may on complying with the Regulations receive an Inland Waters Certificate and ply to and from inland places, and that the Chinese Government will in no case raise difficulties and stop them.

During the negotiations of this Article, we received a list from Your Excellencies of the Japanese steamers—viz.: Sanyo Maru, Setagawa Maru, Hiuga Maru, Urato Maru, Neisei Maru, Heian Maru, Taiko Maru, Yoshino Maru, Meiko Maru, Fukuju Maru, Hijikawa Maru, Nagata Maru, Kyodo Maru, Horai Maru, Kwanko Maru, Keiko Maru, Kinriu Maru, Zensho Maru and Kohei Maru, ranging from one hundred and twenty-one tons to four hundred and ten tons register—plying from Chefoo to inland places in Manchuria, under Inland Waters Certificate and in accordance with the Regulations for Steam Navigation Inland, which vessels have not been prevented from doing so on account of their class.

At that time we instructed the Deputy Inspector General of Customs to make inquiries into the records of the Custom Houses and he reported that the circumstances were in accordance with Your Excellencies' statement.

In consequence of the receipt of Your Excellencies' despatch we shall communicate with the Wai-wu Pu and request that instructions be sent to the Inspector General of Customs to take these circumstances into consideration and to act accordingly, and we have the honour to write this despatch for purposes of record.

We have the honour to be, Gentlemen,

Your obedient Servants,

(Signature of His Excellency Lü Hai-Huan.)

(Signature of His Excellency Sheng Hsuan-Huai.)

(Signature of His Excellency Wu T'ing-Fang.)

Their Excellencies

HIOKI EKI,

ODAGIRI MASNOSKE,

His Imperial Japanese Majesty's Commissioners for Treaty Revision.

ANNEX 4.

IMPERIAL JAPANESE COMMISSIONERS FOR TREATY REVISION

to

IMPERIAL CHINESE COMMISSIONERS FOR TREATY REVISION.

SHANGHAI, *the 8th Day of the 10th Month of the 36th Year of Meiji.*

GENTLEMEN,

The provision contained in No. 9 of the Supplementary Rules governing steam navigation on Inland Waters published in the seventh moon of the twenty-fourth year of Kuang-hsü, regarding the appointment of an officer to collect dues and duties, not having in all cases been given effect to, we have the honour to request that Your Excellencies

Government will again issue instructions to all provinces to give strict effect to this provision, as it is a matter of importance.

We trust that Your Excellencies will comply with the request contained in this despatch and that you will favour us with a reply.

We have the honour to be, Gentlemen,

Your obedient Servants,

(Signed) HIOKI EKI.

(Signed) ODAGIRI MASNOSKE.

Their Excellencies

LÜ HAI-HUAN,

SHENG HSUAN-HUAI,

WU T'ING-FANG,

His Imperial Chinese Majesty's Commissioners for Treaty Revision.

ANNEX 5.

IMPERIAL CHINESE COMMISSIONERS FOR TREATY REVISION

to

IMPERIAL JAPANESE COMMISSIONERS FOR TREATY REVISION.

SHANGHAI, *the 18th Day of the 8th Moon of the 29th Year of Kuang-hsü.*

GENTLEMEN,

We have the honour to acknowledge the receipt of Your Excellencies' despatch of this date to the effect that, the provision contained in No. 9 of the Supplementary Rules governing steam navigation on Inland Waters published in the seventh moon of the twenty-fourth year of Kuang-hsü, regarding the appointment of an officer to collect dues and duties, not having in all cases been given effect to, you request that instructions be again issued to all provinces to give strict effect to this provision, as it is a matter of importance.

We have noted the above and have communicated with proper authorities in order that action may be taken, and have now the honour to write this reply for Your Excellencies' information.

We have the honour to be, Gentlemen,

Your obedient Servants,

(Signature of His Excellency Lü Hai-Huan.)

(Signature of His Excellency Sheng Hsuan-Huai.)

(Signature of His Excellency Wu T'ing-Fang.)

Their Excellencies

HIOKI EKI,

ODAGIRI MASNOSKE,

His Imperial Japanese Majesty's Commissioners for Treaty Revision.

ANNEX 6.

IMPERIAL CHINESE COMMISSIONERS FOR TREATY REVISION
to
IMPERIAL JAPANESE COMMISSIONERS FOR TREATY REVISION.

SHANGHAI, *the 18th Day of the 8th Moon of the 29th Year of Kuang-hsü.*

GENTLEMEN,

According to the provision of Article X of this Treaty, regarding the establishment in Peking of a place of international residence and trade, it is agreed that in case of and after the complete withdrawal of the foreign troops, now guarding the Legations and Communications, a place in Peking outside the Inner City, convenient to both parties and free from objections, shall be selected and set apart as a place where merchants of all nationalities may reside and carry on trade. Within the limits of this place merchants of all nationalities shall be at liberty to lease land, build houses and warehouses, and establish places of business; but as to the leasing of houses and land belonging to Chinese private individuals, there must be willingness on the part of the owners and the terms thereof must be equitably arranged without any force or compulsion. All roads and bridges in this place will be under the jurisdiction and control of China. Foreigners residing in this place are to observe the Municipal and Police Regulations on the same footing as Chinese residents, and they are not to be entitled to establish a Municipality and Police of their own within its limits except with the consent of the Chinese authorities. When such place of international residence and trade shall have been opened and its limits properly defined, the foreigners who have been residing scattered both within and without the city walls, shall all be required to remove their residence thereto and they shall not be allowed to remain in separate places and thereby cause inconvenience in the necessary supervision by the Chinese authorities. The value of the land and buildings held by such foreigners shall be agreed upon equitably and due compensation therefor shall be paid. The period for such removal shall be determined in due time, and those who do not remove before the expiry of this period shall not be entitled to compensation.

We have considered it to be to our mutual advantage to come to the present basis of understanding in order to avoid future unnecessary

negotiations, and we beg that Your Excellencies will consider and agree to it and will favour us with a reply.

We have the honour to be, Gentlemen,

Your obedient Servants,

(Signature of His Excellency Lü Hai-huan.)

(Signature of His Excellency Sheng Hsuan-huai.)

(Signature of His Excellency Wu T'ing-fang.)

Their Excellencies

HIOKI EKI,

ODAGIRI MASNOSKE,

His Imperial Japanese Majesty's

Commissioners for Treaty Revision.

ANNEX 7.

IMPERIAL JAPANESE COMMISSIONERS FOR TREATY REVISION

to

IMPERIAL CHINESE COMMISSIONERS FOR TREATY REVISION.

SHANGHAI, *the 8th Day of the 10th Month of the 36th Year of Meiji.*

GENTLEMEN,

We have the honour to acknowledge the receipt of Your Excellencies' despatch of this date in which you state that—

"According to the provision of Article X of this Treaty, regarding the establishment in Peking of a place of international residence and trade, it is agreed that in case of and after the complete withdrawal of the foreign troops, now guarding the Legations and Communications, a place in Peking outside the Inner City, convenient to both parties and free from objections, shall be selected and set apart as a place where merchants of all nationalities may reside and carry on trade. Within the limits of this place merchants of all nationalities shall be at liberty to lease land, build houses and warehouses, and establish places of business; but as to the leasing of houses and land belonging to Chinese private individuals, there must be willingness on the part of the owners and the terms thereof must be equitably arranged without any force or compulsion. All roads and bridges in this place will be under the jurisdiction and control of China. Foreigners residing in this place are to observe the Municipal and Police Regulations on the same footing as Chinese residents, and they are not to be entitled to establish a Municipality and Police of their own within its limits except with the consent of the Chinese authorities. When such

place of international residence and trade shall have been opened and its limits properly defined, the foreigners who have been residing scattered both within and without the city walls, shall all be required to remove their residence thereto and they shall not be allowed to remain in separate places and thereby cause inconvenience in the necessary supervision by the Chinese authorities. The value of the land and buildings held by such foreigners shall be agreed upon equitably and due compensation therefor shall be paid. The period for such removal shall be determined in due time, and those who do not remove before the expiry of this period shall not be entitled to compensation.

We have considered it to be to our mutual advantage to come to the present basis of understanding in order to avoid future unnecessary negotiations, and we beg that Your Excellencies will consider and agree to it and will favour us with a reply."

In reply we beg to inform you that we agree generally to all the terms contained in the despatch under acknowledgment. As to the detailed regulations, these shall in due time be considered and satisfactorily settled in accordance with Article X of this Treaty; but it is understood that such regulations shall not differ in any respect to our prejudice from those which may be agreed upon between China and other Powers. We have the honour to send Your Excellencies this communication in reply and for your information.

We have the honour to be, Gentlemen,

Your obedient Servants,

(Signed) HIOKI EKI.

(Signed) ODAGIRI MASNOSKE.

Their Excellencies

LÜ HAI-HUAN,

SHENG HSUAN-HUAI,

WU T'ING-FANG,

His Imperial Chinese Majesty's

Commissioners for Treaty Revision.

No. 20.

UNITED STATES.

TREATY BETWEEN THE UNITED STATES AND CHINA FOR THE EXTENSION OF THE COMMERCIAL RELATIONS BETWEEN THEM.

SIGNED AT SHANGHAI, OCTOBER 8, 1903.
RATIFED BY CHINA, JANUARY 10, 1904.
RATIFED BY THE PRESIDENT, JANUARY 12, 1904.
RATIFICATIONS EXCHANGED AT WASHINGTON, JANUARY 13, 1904.
PROCLAIMED, JANUARY 13, 1904.

The United States of America and His Majesty the Emperor of China, being animated by an earnest desire to extend further the commercial relations between them and otherwise to promote the interests of the peoples of the two countries, in view of the provisions of the first paragraph of Article XI of the final Protocol signed at Peking on the seventh day of September, A. D. 1901, whereby the Chinese Government agreed to negotiate the amendments deemed necessary by the foreign Governments to the treaties of commerce and navigation and other subjects concerning commerical relations, with the object of facilitating them, have for that purpose named as their Plenipotentiaries:—

The United States of America—

EDWIN H. CONGER, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to China—

JOHN GOODNOW, Consul-General of the United States of America at Shanghai—

JOHN F. SEAMAN, a Citizen of the United States of America resident at Shanghai—

And His Majesty the Emperor of China—

LÜ HAI-HUAN, President of the Board of Public Works—

SHENG HSÜAN-HUAI, Junior Guardian of the Heir Apparent. Formerly Senior Vice-President of the Board of Public Works—

who, having met and duly exchanged their full powers which were found to be in proper form, have agreed upon the following amendments to existing treaties of commerce and navigation formerly concluded between the two countries, and upon the subjects hereinafter expressed connected with commercial relations, with the object of facilitating them.

ARTICLE I.[a]

Diplomatic representative, rights and privileges.

In accordance with international usage, and as the diplomatic representative of China has the right to reside in the capital of the United States, and to enjoy there the same prerogatives, privileges and immunities as are enjoyed by the similar representative of the most favored nation, the diplomatic representative of the United States shall have the right to reside at the capital of His Majesty the Emperor of China. He shall be given audience of His Majesty the Emperor whenever necessary to present his letters of credence or any communication from the President of the United States. At all such times he shall be received in a place and in a manner befitting his high position, and on all such occasions the ceremonial observed toward him shall be that observed toward the representatives of nations on a footing of equality, with no loss of prestige on the part of either.

The diplomatic representatives of the United States shall enjoy all the prerogatives, privileges and immunities accorded by international usage to such representatives; and shall in all respects be entitled to the treatment extended to similar representatives of the most favored nation.

English text authoritative.

The English text of all notes or dispatches from United States officials to Chinese officials, and the Chinese text of all from Chinese officials to United States officials shall be authoritative.

ARTICLE II.[b]

Consular officers; rights and privileges.

As China may appoint consular officers to reside in the United States and to enjoy there the same attributes, privileges and immunities as are enjoyed by consular officers of other nations, the United States may appoint, as its interests may require, consular officers to reside at the places in the Empire of China that are now or that may hereafter be opened to foreign residence and trade. They shall hold direct official intercourse and correspondence with the local officers of the Chinese Government within their consular districts, either personally or in writing as the case may require, on terms of equality and reciprocal respect. These officers shall be treated with due respect by all Chinese authorities, and they shall enjoy all the attributes, privileges and immunities, and exercise all the jurisdiction over their nationals which are or may hereafter be extended to similar officers of the nation the most favored in these respects. If the officers of either government are disrespect-

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[a] See U. S. Treaty with China of 1858, Art. IV and V, also Final Protocol of Sept. 7, 1901. Annex No. 19, supra, p. 95.

[b] See U. S. Treaty of 1858, Art. X.

fully treated or aggrieved in any way by the authorities of the other, they shall have the right to make representation of the same to the superior officers of their own government who shall see that full inquiry and strict justice be had in the premises. And the said consular officers of either nation shall carefully avoid all acts of offense to the officers and people of the other nation.

On the arrival of a consul duly accredited at any place in China opened to foreign trade it shall be the duty of the Minister of the United States to inform the Board of Foreign Affairs, which shall, in accordance with international usage, forthwith cause the proper recognition of the said consul and grant him authority to act.

ARTICLE III.[a]

American citizens in China; their rights.

Citizens of the United States may frequent, reside and carry on trade, industries and manufactures, or pursue any lawful avocation, in all the ports or localities of China which are now open or may hereafter be opened to to foreign residence and trade; and, within the suitable localities at those places which have been or may be set apart for the use and occupation of foreigners, they may rent or purchase houses, places of business and other buildings, and rent or lease in perpetuity land and build thereon. They shall generally enjoy as to their persons and property all such rights, privileges and immunities as are or may hereafter be granted to the subjects or citizens of the nation the most favored in these respects.

ARTICLE IV.[b]

Likin and other transit dues to be totally abolished.

The Chinese Government, recognizing that the existing system of levying dues on goods in transit, and especially the system of taxation known as *likin*, impedes the free circulation of commodities to the general injury of trade, hereby undertakes to abandon the levy of *likin* and all other transit dues throughout the Empire and to abolish the offices, stations and barriers maintained for their collection and not to establish other offices for levying dues on goods in transit. It is clearly understood that, after the offices, stations and barriers for taxing goods in transit have been abolished, no attempt shall be made to re-establish them in any form or under any pretext whatsoever.

Surtax on tariff rates granted in compensation.

The Government of the United States, in return, consents to allow a surtax, in excess of the tariff rates for the time being in force, to be imposed on foreign goods imported by citizens of the United States and on Chinese produce

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[a] See U. S. Treaty of 1858, Art. XI.

[b] See British Treaty of 1902, Art. VIII; also Japanese Treaty of 1903, Art. I.

destined for export abroad or coastwise. It is clearly understood that in no case shall the surtax on foreign imports exceed one and one-half times the import duty leviable in terms of the final Protocol signed by China and the Powers on the seventh day of September, A. D. 1901; that the payment of the import duty and surtax shall secure for foreign imports, whether in the hands of Chinese or foreigners, in original packages or otherwise, complete immunity from all other taxation, examination or delay; that the total amount of taxation, inclusive of the tariff export duty, leviable on native produce for export abroad shall, under no circumstances, exceed seven and one-half per centum *ad valorem*.

China's right to levy taxes.

Nothing in this article is intended to interfere with the inherent right of China to levy such other taxes as are not in conflict with its provisions.

Keeping these fundamental principles in view, the High Contracting Parties have agreed upon the following method of procedure.

Likin barriers to be abolished. Native customs offices to be retained in certain localities.

The Chinese Government undertakes that all offices, stations and barriers of whatsoever kind for collecting *likin*, duties, or such like dues on goods in transit, shall be permanently abolished on all roads, railways and waterways in the nineteen Provinces of China and the three Eastern Provinces. This provision does not apply to the native Customs offices at present in existence on the seaboard, at open ports where there are offices of the Imperial Maritime Customs, and on the land frontiers of China embracing the nineteen Provinces and the three Eastern Provinces.

Wherever there are offices of the Imperial Maritime Customs, or wherever such may be hereafter placed, native Customs offices may also be established, as well as at any point either on the seaboard or land frontiers.

Surtax on duties on foreign imports.

The Government of the United States agrees that foreign goods on importation, in addition to the effective five per centum import duty as provided for in the Protocol of 1901, shall pay a special surtax of one and one-half times the amount of the said duty to compensate for the abolition of *likin*, of other transit dues besides *likin*, and of all other taxation on foreign goods, and in consideration of the other reforms provided for in this article.

Revision of foreign export tariff.

The Chinese Government may recast the foreign export tariff with specific duties, as far as practicable, on a scale not exceding five per centum *ad valorem;* but existing export duties shall not be raised until at least six months' notice has been given. In cases where existing export duties are above five per centum, they shall be reduced to not more than

Surtax on exports; how levied.

that rate. An additional special surtax of one-half the export duty payable for the time being, in lieu of internal taxation of all kinds, may be levied at the place of original shipment or at the time of export on goods exported either to foreign countries or coastwise.

Certificate of origin.

Foreign goods which bear a similarity to native goods shall be furnished by the Customs officers, if required by the owner, with a protective certificate for each package, on the payment of import duty and surtax, to prevent the risk of any dispute in the interior.

Junk-borne goods.

Native goods brought by junks to open ports, if intended for local consumption, irrespective of the nationality of the owner of the goods, shall be reported at the native Customs offices only, to be dealt with according to the fiscal regulations of the Chinese Government.

Machine-made goods in China, treatment of.

Machine-made cotton yarn and cloth manufactured in China, whether by foreigners at the open ports or by Chinese anywhere in China, shall as regards taxation be on a footing of perfect equality. Such goods upon payment of the taxes thereon shall be granted a rebate of the import duty and of two-thirds of the import surtax paid on the cotton used in their manufacture, if it has been imported from abroad, and of all duties paid thereon if it be Chinese grown cotton. They shall also be free of export duty, coast-trade duty and export surtax. The same principle and procedure shall be applied to all other products of foreign type turned out by machinery in China.

Maritime customs to oversee native customs affairs.

A member or members of the Imperial Maritime Customs foreign staff shall be selected by the Governors-General and Governors of each of the various provinces of the Empire for their respective provinces, and appointed in consultation with the Inspector General of Imperial Maritime Customs, for duty in connection with native Customs affairs to have a general supervision of their working.

Complaints, how investigated. Responsibility for enforcement of provisions of treaty.

Cases where illegal action is complained of by citizens of the United States shall be promptly investigated by an officer of the Chinese Government of sufficiently high rank, in conjunction with an officer of the United States Government, and an officer of the Imperial Maritime Customs, each of sufficient standing; and, in the event of it being found by the investigating officers that the complaint is well founded and loss has been incurred, due compensation shall be paid through the Imperial Maritime Customs. The high provincial officials shall be held responsible that the officer guilty of the illegal action shall be severely punished and removed from his post. If the complaint is shown to be frivolous or malicious, the complainant shall be held responsible for the expenses of the investigation.

When the ratifications of this Treaty shall have been exchanged by the High Contracting Parties hereto, and the provisions of this Article shall have been accepted by the Powers having treaties with China, then a date shall be agreed upon when the provisions of this Article shall take effect and an Imperial Edict shall be published in due form on yellow paper and circulated throughout the Empire of China setting forth the abolition of all *likin* taxation, duties on goods in transit, offices, stations and barriers for collecting the same, and of all descriptions of internal taxation on foreign goods, and the imposition of the surtax on the import of foreign goods and on the export of native goods, and the other fiscal changes and reforms provided for in this Article, all of which shall take effect from the said date. The Edict shall state that the provincial high officials are responsible that any official disregarding the letter or the spirit of its injunction shall be severely punished and removed from his post.

Edict to be published when article becomes operative.

ARTICLE V.[a]

The tariff duties to be paid by citizens of the United States on goods imported into China shall be as set forth in the schedule annexed hereto and made part of this Treaty, subject only to such amendments and changes as are authorized by Article IV of the present convention or as may hereafter be agreed upon by the High Contracting Parties hereto. It is expressly agreed, however, that citizens of the United States shall at no time pay other or higher duties than those paid by the citizens or subjects of the most favored nation.

Tariff on American imports. Most favored nation treatment.

Conversely, Chinese subjects shall not pay higher duties on their imports into the United States than those paid by the citizens or subjects of the most favored nation.

ARTICLE VI.[b]

The Government of China agrees to the establishment by citizens of the United States of warehouses approved by the proper Chinese authorities as bonded warehouses at the several open Ports of China, for storage, re-packing, or preparation for shipment of lawful goods, subject to such necessary regulations for the protection of the revenue of China, including a reasonable scale of fees according to commodities, distance from the custom house and hours of working, as shall be made from time to time by the proper officers of the Government of China.

Bonded warehouses.

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[a] See British Treaty of 1902, Art. XV; also Japanese Treaty of 1903, Art. I.

[b] See British Treaty of 1902, Art. VI.

ARTICLE VII.[a]

Mining regulations to be revised and operations encouraged.

The Chinese Government, recognizing that it is advantageous for the country to develop its mineral resources, and that it is desirable to attract foreign as well as Chinese capital to embark in mining enterprises, agrees, within one year from the signing of this Treaty, to initiate and conclude the revision of the existing mining regulations. To this end China will, with all expedition and earnestness, go into the whole question of mining rules; and, selecting from the rules of the United States and other countries regulations which seem applicable to the condition of China, will recast its present mining rules in such a way as, while promoting the interests of Chinese subjects and not injuring in any way the sovereign rights of China, will offer no impediment to the attraction of foreign capital nor place foreign capitalists at a greater disadvantage than they would be under generally accepted foreign regulations; and will permit citizens of the United States to carry on in Chinese territory mining operations and other necessary business relating thereto provided they comply with the new regulations and conditions which will be imposed by China on its subjects and foreigners alike, relating to the opening of mines, the renting of mineral land, and the payment of royalty, and provided they apply for permits, the provisions of which in regard to necessary business relating to such operations shall be observed. The residence of citizens of the United States in connection with such mining operations shall be subject to such regulations as shall be agreed upon by and between the United States and China.

Any mining concession granted after the publication of such new rules shall be subject to their provisions.

ARTICLE VIII.[b]

Drawback certificates.

Drawback certificates for the return of duties shall be issued by the Imperial Maritime Customs to citizens of the United States within three weeks of the presentation to the Customs of the papers entitling the applicant to receive such drawback certificates, and they shall be receivable at their face value in payment of duties of all kinds (tonnage dues excepted) at the port of issue; or shall, in the case of drawbacks on foreign goods reexported within three years from the date of importation, be redeemable by the Imperial Maritime Customs in full in ready money at the port of issue, at the option of the holders thereof. But if, in connection with any application for a drawback certificate, the Customs authorities discover an attempt to defraud the revenue, the applicant

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[a] See British Treaty of 1902, Art. IX.

[b] See British Treaty of 1902, Art. I.

shall be dealt with and punished in accordance with the stipulations provided in the Treaty of Tientsin, Article XXI, in the case of detected frauds on the revenue. In case the goods have been removed from Chinese territory, then the consul shall inflict on the guilty party a suitable fine to be paid to the Chinese Government.

ARTICLE IX.[a]

Protection of trade-marks.

Whereas the United States undertakes to protect the citizens of any country in the exclusive use within the United States of any lawful trade-marks, provided that such country agrees by treaty or convention to give like protection to citizens of the United States:—

Therefore the Government of China, in order to secure such protection in the United States for its subjects, now agrees to fully protect any citizen, firm or corporation of the United States in the exclusive use in the Empire of China of any lawful trade-mark to the exclusive use of which in the United States they are entitled, or which they have adopted and used, or intend to adopt and use as soon as registered, for exclusive use within the Empire of China. To this end the Chinese Government agrees to issue by its proper authorities proclamations, having the force of law, forbidding all subjects of China from infringing on, imitating, colorably imitating, or knowingly passing off an imitation of trade-marks belonging to citizens of the United States, which shall have been registered by the proper authorities of the United States at such offices as the Chinese Government will establish for such purpose, on payment of a reasonable fee, after due investigation by the Chinese authorities, and in compliance with reasonable regulations.

ARTICLE X.

Protection of patents.

The United States Government allows subjects of China to patent their inventions in the Uuited States and protects them in the use and ownership of such patents. The Government of China now agrees that it will establish a Patent Office. After this office has been established and special laws with regard to inventions have been adopted it will thereupon, after the payment of the prescribed fees, issue certificates of protection, valid for a fixed term of years, to citizens of the United States on all their patents issued by the United States, in respect of articles the sale of which is lawful in China, which do not infringe on previous inventions of Chinese subjects, in the same manner as patents are to be issued to subjects of China.

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[a] See British Treaty of 1902, Art. VII; also Japanese Treaty of 1903, Art. V.

ARTICLE XI.[a]

Protection of copyright.

Whereas the Government of the United States undertakes to give the benefits of its copyright laws to the citizens of any foreign State which gives to the citizens of the United States the benefits of copyright on an equal basis with its own citizens:—

Therefore the Government of China, in order to secure such benefits in the United States for its subjects, now agrees to give full protection, in the same way and manner and subject to the same conditions upon which it agrees to protect trade-marks, to all citizens of the United States who are authors, designers or proprietors of any book, map, print or engraving especially prepared for the use and education of the Chinese people, or translation into Chinese of any book, in the exclusive right to print and sell such book, map, print, engraving or translation in the Empire of China during ten years from the date of registration. With the exception of the books, maps, etc., specified above, which may not be reprinted in the same form, no work shall be entitled to copyright privileges under this article. It is understood that Chinese subjects shall be at liberty to make, print and sell original translations into Chinese of any works written or of maps compiled by a citizen of the United States. This article shall not be held to protect against due process of law any citizen of the United States or Chinese subject who may be author, proprietor or seller of any publication calculated to injure the well-being of China.

ARTICLE XII.[b]

Navigation of inland waters.

The Chinese Government having in 1898 opened the navigable inland waters of the Empire to commerce by all steam vessels, native or foreign, that may be specially registered for the purpose, for the conveyance of passengers and lawful merchandise,—citizens, firms and corporations of the United States may engage in such commerce on equal terms with those granted to subjects of any foreign power.

In case either party hereto considers it advantageous at any time that the rules and regulations then in existence for such commerce be altered or amended, the Chinese Government agrees to consider amicably and to adopt such modifications thereof as are found necessary for trade and for the benefit of China.

Mukden and Antung opened to foreign trade.

The Chinese Government agrees that, upon the exchange of the ratifications of this Treaty, Mukden and Antung, both in the province of Sheng-king, will be opened by China itself as places of international residence and trade.

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[a] See Japanese Treaty of 1903, Art. V.

[b] See British Treaty of 1902, Art. VIII, sec. 12, and Art. X. Japanese Treaty of 1903, Art. VIII. Cf. last paragraph with Japanese Treaty of 1903, Art. X, par. 3.

The selection of suitable localities to be set apart for international use and occupation and the regulations for these places set apart for foreign residence and trade shall be agreed upon by the Governments of the United States and China after consultation together.

ARTICLE XIII.[a]

Uniform national coinage.

China agrees to take the necessary steps to provide for a uniform national coinage which shall be legal tender in payment of all duties, taxes and other obligations throughout the Empire by the citizens of the United States as well as Chinese subjects. It is understood, however, that all Customs duties shall continue to be calculated and paid on the basis of the Haikuan Tael.

ARTICLE XIV.[b]

Christianity, its teachers and followers not to be discriminated against. Rights and duties of missionaries.

The principles of the Christian religion, as professed by the Protestant and Roman Catholic Churches, are recognized as teaching men to do good and to do to others as they would have others do to them. Those who quietly profess and teach these doctrines shall not be harassed or persecuted on account of their faith. Any person, whether citizen of the United States or Chinese convert, who, according to these tenets, peaceably teaches and practices the principles of Christianity shall in no case be interfered with or molested therefor. No restrictions shall be placed on Chinese joining Christian churches. Converts and non-converts, being Chinese subjects, shall alike conform to the laws of China; and shall pay due respect to those in authority, living together in peace and amity; and the fact of being converts shall not protect them from the consequences of any offence they may have committed before or may commit after their admission into the church, or exempt them from paying legal taxes levied on Chinese subjects generally, except taxes levied and contributions for the support of religious customs and practices contrary to their faith. Missionaries shall not interfere with the exercise by the native authorities of their jurisdiction over Chinese subjects; nor shall the native authorities make any distinction between converts and non-converts, but shall administer the laws without partiality so that both classes can live together in peace.

Property, land purchased by missionary societies.

Missionary societies of the United States shall be permitted to rent and to lease in perpetuity, as the property of such societies, buildings or lands in all parts of the Empire for missionary purposes and, after the title deeds have

[a] See British Treaty of 1902, Art. II, and Japanese Treaty of 1903, Art. XIII.

[b] See U. S. Treaty of 1858, Art. XXIX, and British Treaty of 1902, Art. XIII.

been found in order and duly stamped by the local authorities, to erect such suitable buildings as may be required for carrying on their good work.

ARTICLE XV.[a]

Reform of judicial system. Extraterritoriality to terminate.

The Government of China having expressed a strong desire to reform its judicial system and to bring it into accord with that of Western nations, the United States agrees to give every assistance to such reform and will also be prepared to relinquish extra-territorial rights when satisfied that the state of the Chinese laws, the arrangements for their administration, and other considerations warrant it in so doing.

ARTICLE XVI.[b]

Prohibition of importation of morphia.

The Government of the United States consents to the prohibition by the Government of China of the importation into China of morphia and of instruments for its injection, excepting morphia and instruments for its injection imported for medical purposes, on payment of tariff duty, and under regulations to be framed by China which shall effectually restrict the use of such import to the said purposes. This prohibition shall be uniformly applied to such importation from all countries. The Chinese Government undertakes to adopt at once measures to prevent the manufacture in China of morphia and of instruments for its injection.

ARTICLE XVII.

Treaties to remain in force except as here modified.

It is agreed between the High Contracting Parties hereto that all the provisions of the several treaties between the United States and China which were in force on the first day of January A. D. 1900, are continued in full force and effect except in so far as they are modified by the present Treaty or other treaties to which the United States is a party.

The present Treaty shall remain in force for a period of ten years beginning with the date of the exchange of ratifications and until a revision is effected as hereinafter provided.

Revision.

It is further agreed that either of the High Contracting Parties may demand that the tariff and the articles of this convention be revised at the end of ten years from the date of the exchange of the ratifications thereof. If no revision is demanded before the end of the first term of ten years, then these articles in their present form shall remain in full force for a further term of ten years reckoned from the end of the first term, and so on for successive periods of ten years.

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[a] See British Treaty of 1902, Art. XII, and Japanese Treaty of 1903, Art. XI.

[b] See British Treaty of 1902, Art. XI.

The English and Chinese texts of the present Treaty and its three annexes have been carefully compared; but, in the event of there being any difference of meaning between them, the sense as expressed in the English text shall be held to be the correct one.

English text authoritative.

This Treaty and its three annexes shall be ratified by the two High Contracting Parties in conformity with their respective constitutions, and the ratifications shall be exchanged in Washington not later than twelve months from the present date.

In testimony whereof, we, the undersigned, by virtue of our respective powers, have signed this Treaty in duplicate in the English and Chinese languages, and have affixed our respective seals.

Done at Shanghai, this eighth day of October in the year of our Lord one thousand nine hundred and three, and in the twenty ninth year of Kuang Hsü eighth month and eighteenth day.

EDWIN H. CONGER [SEAL.]
JOHN GOODNOW. [SEAL.]
JOHN F. SEAMAN [SEAL.]

Signatures and seal of Chinese Plenipotentiaries.

[LÜ HAI-HUAN]
[SHENG HSÜAN-HUAI]

ANNEX I.

As citizens of the United States are already forbidden by treaty to deal in or handle opium, no mention has been made in this Treaty of opium taxation.

As the trade in salt is a government monopoly in China, no mention has been made in this Treaty of salt taxation.

It is, however, understood, after full discussion and consideration, that the collection of inland dues on opium and salt and the means for the protection of the revenue therefrom and for preventing illicit traffic therein are left to be administered by the Chinese Government in such manner as shall in no wise interfere with the provisions of Article IV of this treaty regarding the unobstructed transit of other goods.

EDWIN H. CONGER [SEAL.]
JOHN GOODNOW [SEAL.]
JOHN F. SEAMAN [SEAL.]

Signatures and seal of Chinese Plenipotentiaries.

[LÜ HAI-HUAN]
[SHENG HSÜAN-HUAI]

ANNEX II.

Article IV of the Treaty of Commerce between the United States and China of this date provides for the retention of the native Customs offices at the open ports. For the purpose of safeguarding the revenue of China at such places, it is understood that the Chinese Government shall be entitled to establish and maintain such branch native Customs offices at each open port, within a reasonable distance of the main native Customs offices at the port, as shall be deemed by the authorities of the Imperial Maritime Customs at that port necessary to collect the revenue from the trade into and out of such port. Such branches, as well as the main native Customs offices at each open port, shall be administered by the Imperial Maritime Customs as provided by the Protocol of 1901.

EDWIN H. CONGER [SEAL.]
JOHN GOODNOW [SEAL.]
JOHN F. SEAMAN [SEAL.]

Signatures and seal of Chinese Plenipotentiaries.

[LÜ HAI-HUAN]
[SHENG HSÜAN-HUAI]

ANNEX III.

The schedule of tariff duties on imported goods annexed to this Treaty under Article V is hereby mutually declared to be the schedule agreed upon between the representatives of China and the United States and signed by John Goodnow for the United States and Their Excellencies Lü Hai-huan and Sheng Hsüan-huai for China at Shanghai on the sixth day of September A. D. 1902, according to the Protocol of the seventh day of September A. D. 1901.

EDWIN H. CONGER [SEAL.]
JOHN GOODNOW [SEAL.]
JOHN F. SEAMAN [SEAL.]

Signatures and seal of Chinese Plenipotentiaries.

[LÜ HAI-HAUN]
[SHENG HSÜAN-HUAI]

IMPORT TARIFF.[a]

Agar-agar	per picul..	.300
Agaric. *See* Fungus.		
Amber	per catty..	.325
Aniseed (star):		
First quality (value 15 taels and over per picul)	per picul..	1.000
Second quality (value under 15 taels per picul)	do....	.440
Apricot seed	do....	.900
Arrowroot and arrowroot flour		5 per ct.

[a] The figures in the Import Tariff schedule express amounts in haikwan taels.

Asafetida	per picul	1.000
Asbestos boiler composition	do	.200
Asbestos fiber	do	5.000
Asbestos millboard	do	.500
Asbestos packing, including sheets and blocks	do	3.500
Asbestos packing, metallic	do	5.000
Asbestos yarn	do	2.250
Awabi	do	1.500
Bacon and ham		5 per ct.
Bags:		
Grass	per thousand	1.250
Gunny	do	4.250
Gunny (old)		5 per ct.
Hemp	per thousand	4.250
Hemp (old)		5 per ct.
Straw	per thousand	1.250
Baking powder in bottles or tins:		
4-ounce	per dozen	.083
6-ounce	do	.110
8-ounce	do	.145
12-ounce	do	.226
1-pound	do	.303
3-pound	do	.810
5-pound	do	1.350
Bark:		
Mangrove	per picul	.073
Plum tree	do	.120
Yellow (for dyeing)		5 per ct.
Yellow (medicinal)	per picul	.800
Barley, pearl	do	.300
Basins, iron (enameled):		
Up to 9 inches in diameter, decorated or not decorated	per dozen	.050
Over 9 inches in diameter, agate, blue and white, gray or mottled, not decorated	per dozen	.090
Over 9 inches in diameter, decorated (with gold)	do	.175
Over 9 inches in diameter, decorated (without gold)	do	.125
Basins, tin (common)	per gross	.250
Beads:		
Coral	per catty	.750
Cornelian	per picul	7.000
Glass of all kinds		5 per ct.
Beer. *See* Wines, etc.		
Beeswax, yellow	per picul	1.600
Belting		5 per ct.
Betel-nut husk:		
Dried	per picul	.077
Fresh	do	.018
Betel-nut leaves, dried	do	.045
Betel nuts:		
Dried	do	.225
Fresh	do	.018
Bezoar, cow, Indian		5 per ct.
Bicho de Mar:		
Black	per picul	1.600
White	do	.700

Bicycle materials		5 per ct.
Bicycles	each	3.000
Birds' nests:		
First quality	per catty	1.400
Second quality	do	.450
Third quality	do	.150
Blue:		
Paris	per picul	1.500
Prussian	do	1.500
Bones, tiger	do	2.500
Books:		
Chinese		Free.
Printed, and charts, maps, newspapers, and periodicals		Free.
Borax:		
Crude	per picul	.610
Refined	do	1.460
Braid, llama	do	5.000
Bricks, fire		5 per ct.
Bronze powder	per picul	2.200
Butter in tins, jars, and other packages	do	2.000
Buttons:		
Agate and porcelain	per 12 gross	.010
Brass and other kinds (not jewelry)	per gross	.020
Byrrh. (*See* Wines, etc.)		
Camphor	per picul	1.650
Camphor baroos:		
Clean	per catty	2.450
Refuse		5 per ct.
Candles:		
9-ounce	per case of 25 packages of 6 candles	.075
12-ounce	do	.100
16-ounce	do	.133
All kinds, differently packed	per picul	.750
Other weights, duty in proportion.		
Canes:		
Bamboo	per thousand	.400
Coir—		
1 foot long	per picul	.200
5 feet long	per thousand	.300
Canned fruits, vegetables, etc. (all weights and measures approximate):		
Table fruits (apples, apricots, grapes, peaches, pears, and plums), per dozen 2½-pound cans		.065
Pie fruits (apples, apricots, grapes, peaches, pears, and plums), per dozen 2½-pound cans		.057
Preserved fruits in glass bottles, jars, cardboard, or wooden boxes, including weight of immediate package	per picul	.650
Asparagus	per dozen 2½-pound tins	.118
Corn	per dozen 2-pound tins	.054
Pease	do	.060
String beans	do	.054
Tomatoes	per dozen 2½-pound tins	.054
All other vegetables preserved in tins, bottles, or jars, including weight of immediate package	per picul	.525

Canned fruits, vegetables, etc.—Continued.		
Tomato sauce and catsup—		
½-pint bottles	per dozen	.054
1-pint bottles	do	.087
Jams and jellies—		
1-pound tins, bottles, or jars	per dozen	.060
2-pound tins, bottles, or jars	do	.118
Milk (including condensed)	per case of 4 dozen 1-pound tins	.250
Cream, evaporated—		
4 dozen pints (family size)	per case	.230
2 dozen quarts (hotel size)	do	.260
Canned meats—		
Bacon or ham, sliced—		
Half-pound tins	per dozen	.077
1-pound tins	do	.144
Dried beef, sliced	per dozen 1-pound jars	.144
Mince-meat—		
1½-pound pails	per dozen	.100
3-pound pails	do	.181
Kits (half barrels and barrels)	per picul	.729
Pork and beans, plain or with tomato sauce—		
1-pound tins	per dozen	.040
2-pound tins	do	.075
3-pound tins	do	.085
Potted and deviled meat—		
Quarter-pound tins	do	.022
Half-pound tins	do	.042
Potted and deviled poultry and poultry and meat combined—		
Quarter-pound tins	per dozen	.042
Half-pound tins	do	.072
Soup and bouilli—		
2-pound tins	do	.101
6-pound tins	do	.244
Tamales, chicken—		
Half-pound tins	do	.051
1-pound tins	do	.080
Tongues of every description—		
Half-pound tins	do	.098
1-pound tins	do	.204
1½-pound tins	do	.287
2-pound tins	do	.333
2½-pound tins	do	.445
3-pound tins	do	.515
3½-pound tins	do	.545
All other canned meats, including game, of every description, with or without vegetables—		
Half-pound tins	per dozen	.052
1-pound tins	do	.063
2-pound tins	do	.120
4-pound tins	do	.210
6-pound tins	do	.370
14-pound tins	do	.810
Canvas and cotton duck, not exceeding 36 inches wide	per yard	.010

Capoor cutchery		5 per ct.
Cardamoms:		
Superior, and amomums	per picul	10.000
Inferior, or grains of paradise	do	1.000
Husk	do	.250
Cards, playing		5 per ct.
Cassia:		
Buds	per picul	.750
Lignea	do	.920
Twigs	do	.170
Cement	per cask of 3 piculs	.150
Cereals and flour (including barley, maize, millet, oats, paddy, rice, wheat, and flour made therefrom; also buckwheat and buckwheat flour, corn flour and yellow corn meal, rye flour, and hovis flour, but not including arrowroot and arrowroot flour, cracked wheat, germea, hominy, pearl barley, potato flour, quaker oats, rolled oats, sago and sago flour, shredded wheat, tapioca and tapioca flour, and yam flour)		Free.
Chairs, Vienna bent-wood	per dozen	.800
Charcoal	per picul	.030
Cheese		5 per ct.
Chestnuts	per picul	.180
China root, whole, sliced, or in cubes	do	.650
China ware, coarse and fine		5 per ct.
Chloride of lime	per picul	.300
Chocolate, sweetened	per pound	.012
Cigarettes:		
First quality (value exceeding 4.50 taels per thousand)	per thousand	.500
Second quality (value not exceeding 4.50 taels per thousand)	do	.090
Cigars	do	.500
Cinnabar	per picul	3.750
Cinnamon	do	4.000
Clams, dried	do	.550
Clocks of all kinds		5 per ct.
Cloves	per picul	.630
Cloves, mother	do	.360
Coal:		
Asiatic	per ton	.250
Other kinds	do	.600
Asiatic, briquettes	do	.500
Cochineal		5 per ct.
Cockles:		
Dried	per picul	.500
Fresh	do	.050
Cocoa	do	3.600
Coffee	do	1.000
Coir canes:		
1 foot long	per picul	.200
5 feet long	per thousand	.300
Coke:		
Asiatic	per ton	.500
Other kinds	do	.900
Compoy	per picul	2.000
Coral	per catty	1.110

Coral beads	per catty	.750
Coral, broken and refuse	do	.550
Cordage of all kinds		5 per ct.
Cornelian beads	per picul	7.000
Cornelian stones, rough	per hundred	.300
Corundum sand	per picul	.195
Cotton piece goods:		
Gray shirtings or sheetings, not exceeding 40 inches wide and not exceeding 40 yards long—		
(*a*) Weight 7 pounds and under	per piece	.050
(*b*) Weight over 7 pounds and not over 9 pounds	do	.080
(*c*) Weight over 9 pounds and not over 11 pounds	do	.110
(*d*) Weight over 11 pounds	do	.120
Imitation native cotton cloth (hand-made), gray or bleached—		
(*a*) Not exceeding 20 inches wide and not exceeding 20 yards long; weight 3 pounds and under	per piece	.027
(*b*) Exceeding 20 inches wide		5 per ct.
White shirtings, white Irishes, white sheetings, white brocades, and white striped or spotted shirtings: not exceeding 37 inches wide and not exceeding 42 yards long	per piece	.135
Drills, gray or white: not exceeding 31 inches wide and not exceeding 40 yards long—		
(*a*) Weight 12¾ pounds and under	per piece	.100
(*b*) Weight over 12¾ pounds	do	.125
Jeans, gray or white—		
(*a*) Not exceeding 31 inches wide and not exceeding 30 yards long	per piece	.090
(*b*) Not exceeding 31 inches wide and not exceeding 40 yards long	per piece	.120
T cloths, gray or white—		
(*a*) Not exceeding 34 inches wide and not exceeding 24 yards long	per piece	.070
(*b*) Not exceeding 34 inches wide and exceeding 24 yards, but not exceeding 40 yards long	per piece	.135
(*c*) Exceeding 34 inches but not exceeding 37 inches wide and not exceeding 24 yards long	per piece	.080
Crimp cloth and crape, plain—		
(*a*) Not exceeding 30 inches wide and not exceeding 6 yards long, per piece		.027
(*b*) Not exceeding 30 inches wide, exceeding 6 yards but not exceeding 10 yards long	per piece	.035
(*c*) Not exceeding 30 inches wide but exceeding 10 yards long, per yard		.003½
White muslins, white lawns: and white cambrics: not exceeding 46 inches wide and not exceeding 12 yards long	per piece	.032
Mosquito netting, white or colored: not exceeding 90 inches wide, per yard		.010
Lenos and balzarines, white, dyed, or printed: not exceeding 31 inches wide and not exceeding 30 yards long	per piece	.090
Leno brocades and balzarine brocades, dyed		5 per ct.
Prints—		
(*a*) Printed cambrics, lawns, or muslins: not exceeding 46 inches wide and not exceeding 12 yards long	per piece	.037

Cotton piece goods—Continued.

Prints—Continued.

(*b*) Printed chintzes, printed crapes, printed drills, printed furnitures, printed shirtings, printed T-cloths (including those goods known as blue and white printed T-cloths), printed twills: but not including goods mentioned in (*e*) and (*h*)—

1. Not exceeding 20 inches wide ..... 5 per ct.
2. Exceeding 20 inches but not exceeding 31 inches wide and not exceeding 30 yards long .....per piece.. .080

(*c*) Printed crimp cloth—

1. Not exceeding 30 inches wide and not exceeding 6 yards long .....per piece.. .027
2. Not exceeding 30 inches wide, exceeding 6 yards but not exceeding 10 yards long.....per piece.. .035
3. Not exceeding 30 inches wide but exceeding 10 yards long, per yard..... .003½

(*d*) Printed lenos and balzarines: not exceeding 31 inches wide and not exceeding 30 yards long .....per piece.. .090

(*e*) Printed sheetings: not exceeding 36 inches wide and not exceeding 43 yards long.....per piece.. .185

(*f*) Printed Turkey reds: of all kinds, not exceeding 31 inches wide and not exceeding 25 yards long .....per piece.. .100

(*g*) Printed sateens, printed satinets, printed reps, printed cotton lastings, including all cotton piece goods which are both dyed and printed, except those specified in (*f*) and (*h*), and including any special finish, such as mercerized finish, schreiner finish, gassed finish, silk finish, or electric finish not exceeding 32 inches wide and not exceeding 32 yards long .....per piece.. .250

(*h*) Duplex prints or reversible cretonnes (not including those goods known as blue and white printed T-cloths) ..... 5 per ct.

Dyed cottons—

(*a*) Dyed plain cottons, *i. e.*, without woven or embossed figures (including plain Italians, lastings, reps, and ribs, and all other dyed plain cottons not otherwise enumerated, and including any special finish, such as mercerized finish, schreiner finish, gassed finish, silk finish, or electric finish): not exceeding 36 inches wide and not exceeding 33 yards long .....per piece.. .240

(*b*) Dyed figured cottons, *i. e.*, with woven or embossed figures (including figured Italians and lastings, figured reps, and figured ribs, and all other dyed figured cottons not otherwise enumerated, and including any special finish, such as mercerized finish, schreiner finish, gassed finish, silk finish, or electric finish): not exceeding 36 inches wide and not exceeding 33 yards long .....per piece.. .150

(*c*) Dyed crimp cloth—

1. Not exceeding 30 inches wide and not exceeding 6 yards long.....per piece.. .027
2. Not exceeding 30 inches wide, exceeding 6 yards but not exceeding 10 yards long .....per piece.. .035
3. Not exceeding 30 inches wide but exceeding 10 yards long .....per yard.. .003½

Cotton piece goods—Continued.	
Dyed cottons—Continued.	
(*d*) Dyed drills: not exceeding 31 inches wide and not exceeding 43 yards long.....per piece..	.170
(*e*) Dyed lenos and balzarines: not exceeding 31 inches wide and not exceeding 30 yards long .....per piece..	.090
(*f*) Dyed leno brocades.....	5 per ct.
(*g*) Dyed muslins, lawns, and cambrics: not exceeding 46 inches wide and not exceeding 12 yards long .....per piece..	.037
(*h*) Dyed shirtings and sheetings: not exceeding 36 inches wide and not exceeding 43 yards long .....per piece..	.150
(*i*) Hongkong-dyed shirtings: not exceeding 36 inches wide and not exceeding 20 yards long.....per piece..	.100
(*j*) Dyed cotton cuts: not exceeding 36 inches wide and not exceeding 5¼ yards long.....per piece.. (N. B.—The pro rata rule does not apply.)	.022½
(*k*) Dyed T-cloths (including dyed alpacianos), dyed real and imitation Turkey reds of all kinds: not exceeding 32 inches wide and not exceeding 25 yards long—	
1. Weight 3¼ pounds and under.....per piece..	.060
2. Weight over 3¼ pounds .....do....	.100
Flannelettes and cotton Spanish stripes—	
(*a*) Cotton flannel, Canton flannel, swan's-down, flannelettes, and raised cotton cloths of all kinds, plain, dyed, and printed—	
1. Not exceeding 36 inches wide and not exceeding 15 yards long.....per piece..	.065
2. Not exceeding 36 inches wide, exceeding 15 yards but not exceeding 30 yards long.....per piece..	.130
(*b*) Dyed cotton Spanish stripes—	
1. Not exceeding 32 inches wide and not exceeding 20 yards long.....per piece..	.085
2. Exceeding 32 inches but not exceeding 64 inches wide and not exceeding 20 yards long .....per piece..	.170
Colored woven cottons, *i. e.*, dyed in the yarn, except crimp cloth....	5 per ct.
Crimp cloth—	
(*a*) Not exceeding 30 inches wide and not exceeding 6 yards long, per piece	.027
(*b*) Not exceeding 30 inches wide and exceeding 6 yards but not exceeding 10 yards long .....per piece..	.035
(*c*) Not exceeding 30 inches wide but exceeding 10 yards long, per yard	.003½
Velvets and velveteens, velvet cords, and fustians—	
(*a*) Velvets and velveteens, plain—	
1. Not exceeding 18 inches wide .....per yard..	.006
2. Exceeding 18 inches but not exceeding 22 inches wide, per yard	.007
3. Exceeding 22 inches but not exceeding 26 inches wide, per yard	.008
(*b*) Velvets and velveteens, printed or embossed: not exceeding 30 inches wide .....per yard..	.015
(*c*) Dyed velvet cords, dyed velveteen cords, dyed corduroys, dyed fustians of any description: not exceeding 30 inches wide .....per yard..	.015
Blankets, cotton, plain, printed, or jacquard .....per piece..	.030

Cotton piece goods—Continued.		
Handkerchiefs, cotton—		
(*a*) Plain, dyed, or printed, not embroidered, hemstitched or initialed: not exceeding 1 yard square	per dozen	.020
(*b*) All other handkerchiefs		5 per ct.
Singlets or drawers, cotton	per dozen	.125
Socks, cotton (including lisle thread)—		
First quality (*i. e.*, valued at 1 tael or over per dozen pairs), per dozen pairs		.075
Second quality (*i. e.*, valued at less than 1 tael per dozen pairs), per dozen pairs		.032
Towels, cotton—		
(*a*) Honeycomb or huckaback, plain or printed (dimensions exclusive of fringe)—		
1. Not exceeding 18 inches wide and not exceeding 40 inches long	per dozen	.020
2. Exceeding 18 inches wide and not exceeding 50 inches long	per dozen	.030
(*b*) All other towels		5 per ct.
Cottons, unclassed		5 per ct.
Cotton, raw	per picul	.600
Cotton thread:		
Ball thread, dyed or undyed	do	3.000
On spools—		
50 yards	per gross	.040
100 yards	do	.080
200 yards	do	.160
Cotton yarn:		
Gray or bleached	per picul	.950
Dyed		5 per ct.
Gassed		5 per ct.
Mercerized		5 per ct.
Wooloa or berlinette	per picul	3.500
Cow bezoar, Indian		5 per ct.
Crabs' flesh	per picul	.600
Crocodile (including armadillo) scales	do	2.725
Currants	do	.500
Cutch	do	.300
Cuttlefish	do	.667
Dyes, colors, and paints:		
Aniline		5 per ct.
Blue—		
Paris	per picul	1.500
Prussian	do	1.500
Bronze powder	do	2.200
Carthamin		5 per ct.
Chrome yellow		5 per ct.
Cinnabar	per picul	3.750
Gamboge	do	2.700
Green—		
Emerald	do	1.000
Schweinfurt, or imitation	do	1.000
Indigo—		
Dried, artificial or natural		5 per ct.

Dyes, colors, and paints—Continued.		
Indigo—Continued.		
Liquid—		
Artificial	per picul	2.025
Natural	do	.215
Paste, artificial	do	2.025
Lead—		
Red, dry or mixed with oil	do	.450
White, dry or mixed with oil	do	.450
Yellow, dry or mixed with oil	do	.450
Logwood extract	do	.600
Ocher	do	.600
Smalt	do	1.600
Ultramarine	do	.500
Vermilion	do	4.000
Imitation		5 per ct.
White zinc		5 per ct.
Paints, unclassed		5 per ct.
Elephants' teeth (other than tusks) and jaws, whole or part	per picul	3.000
Elephants' tusks, whole or parts	per catty	.170
Emery cloth and sandpaper (sheets not exceeding 144 square inches), per ream		.250
Emery powder		5 per ct.
Enameled ironware:		
Mugs, cups, basins, and bowls, 9 inches or under in diameter, decorated or not decorated	per dozen	.050
Basins and bowls, over 9 inches in diameter, agate, blue and white, gray, mottled, not decorated	per dozen	.090
Basins and bowls, over 9 inches in diameter, decorated (with gold), per dozen		.175
Basins and bowls, over 9 inches in diameter, decorated (without gold), per dozen		.125
Enamel ware, unclassed		5 per ct.
Fans:		
Palm-leaf—		
Coarse	per thousand	.280
Fine	do	.450
Fancy	do	1.000
Paper or cotton, of all kinds	do	1.400
Silk		5 per ct.
Feathers:		
Kingfisher—		
Part skins (*i. e.*, wings, tails, or backs)	per hundred	.250
Whole skins	do	.600
Peacock		5 per ct.
Files. *See* Tools.		
Fire clay	per picul	.050
Firewood	do	.010
Fish:		
Cuttle	do	.667
Dried or smoked, in bulk (including stockfish but not including cuttlefish)	per picul	.315
Fresh	do	.137
Maws	do	4.250

Fish—Continued.		
Salt	per picul	.160
Stock	do	.315
Fishskins	do	.600
Flints	do	.040
Flour. *See* Cereals.		
Flour, arrowroot, potato, sago, tapioca, yam		5 per ct.
Fungus or agaric	per picul	1.750
Fungus, white	per catty	.250
Galangal	per picul	.170
Gambier	do	.300
Gambier, false or cunao (yam-root dyestuff)	do	.150
Gamboge	do	2.700
Gasoline or stove naphtha	per 10 gallon drum	.150
Ginseng:		
Crude—		
First quality (value exceeding 2 taels per catty)	per catty	.220
Second quality (value not exceeding 2 taels per catty)	do	.072
Clarified or cleaned—		
First quality (value exceeding 11 taels per catty)	do	1.100
Second quality (value exceeding 6 taels but not exceeding 11 taels per catty)	per catty	.375
Third quality (value exceeding 2 taels but not exceeding 6 taels per catty)	per catty	.220
Fourth quality (value not exceeding 2 taels per catty)	do	.080
Glass:		
Plate—		
Silvered	per square foot	.025
Unsilvered		5 per ct.
Window—		
Colored, stained, ground, or obscured	per box of 100 square feet	.350
Common, not stained, colored, or otherwise obscured	do	.170
Glass powder (*see* match-making materials)	per picul	.110
Glue	do	.830
Gold thread, imitation. *See* Thread.		
Groundnuts	do	.150
Gum arabic	do	1.000
Gum benjamin	do	.600
Gum benjamin, oil of		5 per ct.
Gum dragon's blood	per picul	4.000
Gum myrrh	do	.465
Gum olibanum	do	.450
Gum resin	do	.187
Gutta-percha. *See* India rubber.		
Hair, horse	do	1.400
Hair, horsetails	do	2.500
Hams		5 per ct.
Handkerchiefs. *See* Cotton piece goods.		
Hartall or orpiment	per picul	.450
Hemp		5 per ct.
Hessians or burlaps, all weights	per 1,000 yards	2.850
Hide poison or specific		5 per ct.
Hides, buffalo and cow	per picul	.800
Hollow-ware: cast coated or tinned	do	.500

Hoofs, animal	per picul	.125
Hops		5 per ct.
Horns:		
Buffalo and cow	per picul	.350
Deer		5 per ct.
Rhinoceros	per catty	2.400
Hosiery. *See* Cotton piece goods (socks).		
India-rubber and gutta-percha articles (other than boots and shoes)		5 per ct.
India-rubber and gutta-percha, crude	per picul	3.140
India-rubber boots	per pair	.080
India-rubber shoes	do	.020
India-rubber, old (fit only for remanufacture)	per picul	.250
Indigo:		
Dried, artificial or natural		5 per ct.
Liquid—		
Artificial	per picul	2.025
Natural	do	.215
Paste, artificial	do	2.025
Ink, printing		5 per ct.
Isinglass (fish glue)	per picul	4.000
Isinglass, vegetable	do	1.750
Jams and jellies in tins, bottles, or jars:		
1-pound	per dozen	.060
2-pound	do	.118
Joss sticks	per picul	.640
Kerosene oil cans and cases, empty	per 2 cans in 1 case	.005
Lace open work or insertion work of cotton, machine made:		
(*a*) Not exceeding 1 inch wide, outside measurement, per 12 dozen yards		.050
(*b*) Exceeding 1 inch but not exceeding 2 inches wide, outside measurement	per 12 dozen yards	.100
(*c*) Exceeding 2 inches but not exceeding 3 inches wide, outside measurement	per 12 dozen yards	.166
(*d*) Exceeding 3 inches wide, outside measurement, per 12 dozen yards		.216
Lace open work or insertion work of any fibrous material except silk or cotton or imitation gold or silver thread:		
(*a*) Machine made	per catty	.500
(*b*) Handmade (including cotton)	do	2.400
Lacquer ware		5 per ct.
Lamps and their accessories		5 per ct.
Lamp wick	per picul	2.000
Lard, pure or compound	do	.600
Lead red, white, yellow, dry or mixed with oil	do	.450
Leather:		
Belting		5 per ct.
Calf	per picul	7.000
Colored	do	7.000
Cow	do	2.500
Harness (not including enameled or pigskin)	do	3.000
Kid	do	7.000
Sole	do	2.500
Patent	do	7.000
All other kinds		5 per ct.

Lichees, dried	per picul	.450
Lily flowers, dried	do	.325
Lily seed (*i. e.*, lotus nuts without husks)	do	1.000
Lime, chloride of	do	.300
Linen		5 per ct.
Liqueurs. *See* Wines, etc.		
Licorice	per picul	.500
Logwood extract	do	.600
Lotus nuts (*i. e.*, lily seeds with husks)	do	.400
Lucraban seed	do	.350
Lung-ngan pulp	do	.550
Lung-ngans, dried	do	.450
Marcaroni and vermicelli, and similar pastes	do	.325
Mace		5 per ct.
Machines, sewing, hand or foot		5 per ct.
Madeira. *See* Wines, etc. (vins de liqueur).		
Malaga. *See* Wines, etc. (vins de liqueur).		
Malt	per picul	.370
Mangrove bark	do	.073
Manure, chemical		5 per ct.
Margarin, in tins, jars, or kegs	per picul	1.400
Marsala. *See* Wines, etc. (vins de liqueur).		
Matches:		
Rainbow or brilliant	per 50 gross boxes	1.500
Wax vestas: not exceeding 100 in a box	per 10 gross boxes	1.600
Wood, safety or other—		
Large: boxes not exceeding 2½ by 1½ by ¾ inches, per 50 gross boxes		.630
Small: boxes not exceeding 2 by 1⅜ by ⅝ inches, per 100 gross boxes		.920
Boxes exceeding above sizes		5 per ct.
Match-making materials:		
Glass powder	per picul	.110
Phosphorus	do	4.125
Splints	do	.088
Wax, paraffin	do	.500
Wood shavings	do	.113
Mats:		
Coir (door)	per dozen	1.000
Formosa, grass (bed)	each	.050
Rush	per hundred	.500
Straw	do	.225
Tatami	each	.045
Matting:		
Coir: not exceeding 36 inches wide	per roll of 100 yards	2.750
Straw: not exceeding 36 inches wide	per roll of 40 yards	.250
Meats, in bulk:		
Beef, corned, pickled, in barrels	per picul	.375
Dry-salted meat, in boxes and barrels	do	.475
Dry sausages	do	.808
Ham and breakfast bacon, in boxes or barrels		5 per ct.
Lard, pure or compound	per picul	.600
Melon seeds	do	.250
Metals:		
Antifriction		5 per ct.
Antimony	per picul	.700

Metals—Continued.		
Brass and yellow metal		
Bars and rods	per picul	1.150
Bolts and nuts and accessories	do	1.150
Foil	do	1.675
Nails	do	1.150
Screws		5 per ct.
Sheets, plates, and ingots	per picul	1.150
Tubes	do	1.150
Wire	do	1.150
Copper—		
Bars and rods	do	1.300
Bolts, nuts, rivets, and washers		5 per ct.
Ingots	per picul	1.175
Nails	do	1.300
Sheets and plates	do	1.300
Slabs	do	1.175
Tacks		5 per ct.
Tubes		5 per ct.
Wire	per picul	1.300
Dross—		
Iron	do	.160
Iron and tin	do	.300
Tin	do	.500
German silver—		
Sheets	do	2.200
Wire	do	1.500
Iron and mild steel, new—		
Anchors, and parts thereof; mill iron; mill and ship's cranks; and forgings for vessels, steam engines, and locomotives (weighing each 25 pounds or over)	per picul	.265
Angles	do	.140
Anvils and parts of	do	.400
Bar	do	.140
Bolts and nuts		5 per ct.
Castings, rough	per picul	.140
Chains, and parts of	do	.265
Cobbles and wire shorts	do	.130
Hoops	do	.140
Kentledge	do	.075
Nail rod	do	.140
Nails—		
Wire	do	.200
Other kinds		5 per ct.
Pig	per picul	.075
Pipes and tubes		5 per ct.
Plate cuttings	per picul	.110
Plates and sheets	do	.140
Rails	do	.125
Rivets	do	.250
Screws		5 per ct.
Sheets and plates	per picul	.140
Tacks, blue, of all sizes	do	.400
Wire	do	.250

Metals—Continued.		
Iron and mild steel, new—Continued.		
Bolts and nuts		5 per ct.
Cobbles and wire shorts	per picul	.130
Sheets—		
Corrugated	do	.275
Plain	do	.275
Tubes		5 per ct.
Wire	per picul	.250
Wire, shorts	do	.130
Iron, old, and scrap, of any description (fit only for remanufacture) per picul		.090
Lead—		
Pigs	per picul	.285
Sheets	do	.330
Lead pipes	do	.375
Nickel, unmanufactured	do	2.600
Quicksilver	do	4.280
Spelter	do	.375
Steel—		
Bamboo	do	.250
Bars	do	.250
Plates and sheets	do	.250
Tool, and cast	do	.750
Wire and wire rope	do	.750
Steel, mild. *See* Iron.		
Tin—		
Compound		5 per ct.
Foil		5 per ct.
Sheets and pipes	per picul	1.725
Slabs	do	1.500
Tacks, blue, of all sizes	do	.400
Tinned plates—		
Decorated	do	.350
Plain	do	.290
White metal—		
Sheets	do	2.200
Wire	do	1.500
Yellow metal. *See* Brass.		
Zinc—		
Boiler plates	do	.600
Powder	do	.400
Sheets, including perforated	do	.520
Milk, condensed, in tins	per case of 4 dozen 1-pound tins	.250
Mineral waters	per 12 bottles or 24 half bottles	.050
Mirrors		5 per ct.
Morphia, in all forms	per ounce	3.000
Molding	per thousand feet	1.050
Mushrooms	per picul	1.800
Musical boxes		5 per ct.
Musk	per catty	9.000
Mussels, dried	per picul	.400

Needles:		
No. 7–0	per 100 mille	1.800
No. 3–0	do	1.500
Assorted, not including 7–0	do	.985
Nutgalls	per picul	.870
Nutmegs	do	1.500
Oakum	do	.500
Oil:		
Castor—		
Lubricating	do	.510
Medicinal	do	1.000
Clove	per catty	.150
Cocoanut	per picul	.400
Colza	per American gallon	.050
Engine—		
(*a*) Wholly or partly of mineral origin	do	.015
(*b*) All other kinds (except castor)	do	.025
Ginger	per picul	6.750
Kerosene	per case of 10 American gallons	.070
In bulk	per 10 American gallons	.050
Olive	per imperial gallon	.062
Sandalwood	per catty	.240
Wood	per picul	.500
Oil cans and cases (kerosene) empty	per 2 cans in 1 case	.005
Olives, fresh, pickled, or salted	per picul	.180
Opium	per picul	duty 30.000; likin 80.000
Husk	per catty	.062
Orange peel	per picul	.800
Oysters, dried		5 per ct.
Packing, asbestus. *See* Asbestus.		
Packing, engine and boiler, all other kinds		5 per ct.
Paints. *See* Dyes, colors, and paints.		
Paper:		
Cigarette: not exceeding 2 by 4 inches	per 100,000 leaves	.125
Printing—		
Calendered and (or) sized	per picul	.700
Not calendered or unsized	do	.300
Writing or foolscap	do	1.200
All other kinds[a]		5 per ct.
Peel, orange	per picul	.800
Pepper:		
Black	do	.760
White	do	1.330
Perfumery		5 per ct.
Phosphorus	per picul	4.125
Pitch	do	.125
Plushes and velvets:		
(*a*) Plushes and velvets of pure silk	per catty	.650
(*b*) Silk seal (with cotton back)	do	.200
(*c*) Plushes and velvets of silk mixed with other fibrous materials (with cotton back)	per catty	.150
(*d*) Plushes, all cotton (including mercerized)	do	.110
(*e*) Velvets, cotton. *See* Cotton piece goods.		

[a] Glazed printing paper remains 5 per cent *ad valorem* by new tariff between China and France, signed March 30, 1904.

Pork rind	per picul	0.500
Prawns, dried (*see also* Shrimps)	do	1.000
Preserved fruits, in glass bottles, jars, cardboard or wooden boxes, including weight of immediate package	per picul	.650
Purses, leather (not including silver or gold mounted)	per gross	.500
Putchuck	per picul	.715
Raisins and currants	do	.500
Rattan:		
Chairs		5 per ct.
Core	per picul	.225
Skin	do	.750
Rattans:		
Split	do	.325
Whole	do	.225
Resin	do	.187
Ribbons, silk, silk and cotton, silk and other fibers, with or without imitation gold or silver thread	per catty	.550
Rope		5 per ct.
Rose maloes	per picul	1.000
Safflower	do	.525
Sake:		
In barrels	do	.400
In bottles	per 12 bottles or 24 half bottles	.110
Saltpeter and nitrate of soda	per picul	.325
Sand, red	do	.045
Sandalwood	do	.400
Sapan wood	do	.112
Sea-horse teeth		5 per ct.
Seaweed:		
Cut	per picul	.150
Long	do	.100
Prepared	do	1.000
Seed:		
Lily (*i. e.*, lotus nuts without husks)	do	1.000
Lotus nuts (*i. e.*, lily seeds with husks)	do	.400
Lucraban	do	.350
Melon	do	.250
Pine, or fir nuts	do	.200
Sesamum	do	.200
Sharks' fins:		
Black	do	1.608
Clarified or prepared	do	6.000
White	do	4.600
Shellac	do	2.500
Shells:		
Mother-of-pearl	do	.700
Other kinds		5 per ct.
Sherry. *See* Wines, etc. (vins de liqueur).		
Shoes and boots, india-rubber, for Chinese:		
Boots	per pair	.080
Shoes	do	.020
Shrimps, dried (*see also* Prawns)	per picul	.630
Silk piece goods, all silk (including crape):		
(*a*) Plain	per catty	.325
(*b*) Brocaded or otherwise figured	do	.700

Silk piece goods, mixtures (*i. e.*, silk and cotton, or silk and other materials) (including crape but not including mixtures with real or imitation gold or silver thread):		
(*a*) Plain	per catty	0.250
(*b*) Brocaded or otherwise figured	do	.500
Silver thread, imitation. (*See* Thread.)		
Sinews:		
Buffalo and cow	per picul	.550
Deer	do	1.050
Singlets or drawers:		
Cotton	per dozen	.125
Mixture		5 per ct.
Skins:		
Fish	per picul	.600
Sharks		5 per ct.
Smalt	per picul	1.600
Snuff		5 per ct.
Soap:		
Household and laundry (including blue mottled), in bulk, bars, and doublets weighing not less than one-half pound each	per picul	.240
Toilet and fancy		5 per ct.
Socks, cotton (including lisle thread):		
First quality (*i. e.*, valued at 1 tael or over per dozen pairs), per dozen pairs		.075
Second quality (*i. e.*, valued at less than 1 tael per dozen pairs), per dozen pairs		.032
Soda:		
Ash	per picul	.150
Bicarbonate	do	.150
Caustic	do	.225
Crystals	do	.120
Crystals, concentrated	do	.140
Soy	do	.250
Spirits. (*See* Wines, etc.)		
Spirits of wine. (*See* Wines, etc.)		
Stick-lac	do	.700
Stout. (*See* Wines, etc.)		
Sugar:		
Brown, up to No. 10 Dutch standard	do	.190
Candy	do	.300
White, No. 11 Dutch standard and over, including cube and refined	per picul	.240
Sulphur and brimstone:		
Crude	do	.150
Refined	do	.250
Sulphuric acid	do	.187
Sunshades. (*See* Umbrellas.)		
Telescopes, binoculars, and mirrors		5 per ct.
Thread:		
Cotton—		
Balls, dyed or undyed	per picul	3.000
Spools (50 yards)	per gross	.040
Gold and silver—		
Imitation (on silk)		5 per ct.
Real		5 per ct.

Thread—Continued.		
Gold, imitation (on cotton)	per catty	0.125
Silver, imitation (on cotton)	do	.090
Tiles 6 inches square	per hundred	.600
Timber:		
Beams—		
Hard wood	per cubic foot	.020
Soft wood (including Oregon pine and California redwood: on a thickness of 1 inch)	per 1,000 superficial feet	1.150
Teak wood	per cubic foot	.081
Laths	per thousand	.210
Masts and spars—		
Hard wood		5 per ct.
Soft wood		5 per ct.
Piles and piling (including Oregon pine and California redwood, on a thickness of 1 inch)	per 1,000 superficial feet	1.150
Planks—		
Hard wood	per cubic foot	.020
Teak wood	do	.081
Planks and flooring—		
Soft wood (including Oregon pine and California redwood, and allowing 10 per cent of each shipment to be tongued and grooved: on a thickness of 1 inch)	per 1,000 superficial feet	1.150
Soft wood (tongued and grooved, in excess of above, 10 per cent)		5 per ct.
Railway sleepers		5 per ct.
Teak-wood lumber, of all lengths and description	per cubic foot	.081
Tinder	per picul	.350
Tin foil		5 per ct.
Tobacco:		
Leaf	per picul	.800
Prepared—		
In bulk	do	.950
In tins or packages under 5 pounds each		5 per ct.
Tools:		
Axes and hatchets	per dozen	.500
Files, file blanks, rasps, and floats, of all kinds—		
Not exceeding 4 inches long	do	.040
Exceeding 4 inches and not exceeding 9 inches long	do	.072
Exceeding 9 inches and not exceeding 14 inches long	do	.168
Exceeding 14 inches long	do	.224
Tortoise shell	per catty	.450
Trimmings:		
Bead		5 per ct.
Cotton (pure or mixed with other materials but not silk)		5 per ct.
Cotton (mixed with silk and immitation gold or silver thread)		5 per ct.
Tumeric	per picul	.185
Turpentine	per gallon	.036
Twine		5 per ct.
Ultramarine	per picul	.500
Umbrella frames	per dozen	.080
Umbrellas, parasols, and sunshades:		
With handles wholly or partly of precious metals, ivory, mother-of-pearl, tortoise shell, agate, etc., or jeweled		5 per ct.

Umbrellas, parasols, and sunshades—Continued.		
With all other handles—		
Cotton	each	0.020
Mixtures, not silk	do	.030
Silk and silk mixtures	do	.080
Varnish, crude lacquer, gum lacquer, or oil lacquer		5 per ct.
Vaseline		5 per ct.
Vegetables, dried and salted or pickled, in bulk		5 per ct.
Vermicelli	per picul	.325
Vermilion	do	4.000
Vermuth. *See* Wines, etc.		
Watches, of all kinds		5 per ct.
Waters, aërated and mineral	per 12 bottles or 24 half bottles	.050
Wax:		
Bees, yellow	per picul	1.600
Japan	do	.650
Paraffin	do	.500
Sealing		5 per ct.
White		5 per ct.
Wines, etc.:		
Champagnes and all other sparkling wines, in bottles, per case of 12 bottles or 24 half bottles		.650
Still wines, red or white, exclusively the produce of the natural fermentation of grapes—		
(*a*) Having less than 14° of alcohol—		
1. In bottles	per case of 12 bottles or 24 half bottles	.300
2. In bulk	per imperial gallon	.025
(*b*) Having 14° or more of alcohol; also vins de liqueur other than port—		
1. In bottles	per case of 12 bottles or 24 half bottles	.500
2. In bulk	per imperial gallon	.150
Port wine—		
In bottles	per case of 12 bottles or 24 half bottles	.700
In bulk	per imperial gallon	.175
Vermuth and byrrh	per case of 12 liters	.250
Sake:		
In barrels	per picul	.400
In bottles	per case of 12 bottles or 24 half bottles	.110
Brandies and whiskies, in bulk	per imperial gallon	.125
Brandy and cognac, in bottles	per case of 12 reputed quarts	.500
Whisky, in bottles	do	.350
Other spirits (gin, rum, etc.)—		
In bottles	do	.200
In bulk	per imperial gallon	.090
Spirits of wine, in packages of any description	do	.028
Ales, beers, cider, and perry—		
In bottles	per case of 12 reputed quarts or 24 reputed pints	.085
In casks	per imperial gallon	.020
Porters and stouts—		
In bottles	per case of 12 reputed quarts or 24 reputed pints	.100
In casks	per imperial gallon	.025
Liqueurs		5 per ct.
Wood:		
Camagon	per picul	.090
Ebony	do	.200

Wood—Continued.		
Fragrant		5 per ct.
Garoo	per catty	.100
Kranjee		5 per ct.
Laka	per picul	.125
Lignum-vitæ		5 per ct.
Puru	per picul	.075
Red	do	.200
Rose	do	.200
Sandal	do	.400
Sapan	do	.112
Scented		5 per ct.
Shavings, Hinoki	per picul	1.000
Woolen and cotton mixtures:		
Flannel (woolen and cotton): not exceeding 33 inches wide, per yard		.015
Italian cloth, plain or figured, having warp entirely cotton and all one color, and weft entirely wool and all one color: not exceeding 32 inches wide and not exceeding 32 yards long	per piece	.372
Poncho cloth: not exceeding 76 inches wide	per yard	.030
Spanish stripes (woolen and cotton): not exceeding 64 inches wide, per yard		.014
Union cloth: not exceeding 76 inches wide	per yard	.030
Woolen and cotton mixtures, unclassed, including alpacas, lusters, Orleans, Sicilians, etc		5 per ct.
Woolen manufactures:		
Blankets and rugs	per pound	.020
Broadcloth: not exceeding 76 inches wide	per yard	.047½
Bunting: not exceeding 24 inches wide and not exceeding 40 yards long	per piece	.200
Camlets, Dutch: not exceeding 33 inches wide and not exceeding 61 yards long	per piece	1.000
Camlets, English: not exceeding 31 inches wide and not exceeding 61 yards long	per piece	.500
Flannel: not exceeding 33 inches wide	per yard	.015
Habit cloth: not exceeding 76 inches wide	do	.047½
Lastings, plain, figured or craped: not exceeding 31 inches wide and not exceeding 32 yards long	per piece	.450
Llama braid	per picul	5.000
Long ells: not exceeding 31 inches wide and not exceeding 25 yards long	per piece	.250
Medium cloth: not exceeding 76 inches wide	per yard	.047½
Russian cloth: not exceeding 76 inches wide	do	.047½
Spanish stripes: not exceeding 64 inches wide	do	.021
Woolens (unclassed)		5 per ct.
Woolen and worsted yarns and cords (not including Berlin wool)	per picul	5.300
Berlin wool	do	4.000
Wooloa or berlinette	do	3.500
Worm tablets, in bottles, not exceeding 60 pieces	per dozen	.035
Yarn:		
Asbestus	per picul	2.250
Coir		5 per ct.
Cotton—		
Bleached or gray	per picul	.950
Dyed		5 per ct.

Yarn—Continued.		
Cotton—Continued.		
Gray	per picul..	0.950
Mercerized or gassed		5 per ct.
Woolen or berlinette	per picul..	3.500
Wool, Berlin	do....	4.000
Woolen and worsted (not including Berlin wool)	do....	5.300

NOTE.—If any of the articles enumerated in this tariff are imported in dimensions exceeding those specified, the duty is to be calculated in proportion to the measurements as defined.

RULES.

Rule I.

Imports unenumerated in this Tariff will pay Duty at the rate of 5 per cent. ad valorem; and the value upon which Duty is to be calculated shall be the market value of the goods in local currency. This market value when converted into Haikwan Taels shall be considered to be 12 per cent. higher than the amount upon which Duty is to be calculated.

If the goods have been sold before presentation to the Customs of the Application to pay Duty, the gross amount of the bona fide contract will be accepted as evidence of the market value. Should the goods have been sold on c. f. and i. terms, that is to say, without inclusion in the price of Duty and other charges, such c. f. and i. price shall be taken as the value for Duty-paying purposes without the deduction mentioned in the preceding paragraph.

If the goods have not been sold before presentation to the Customs of the Application to pay Duty, and should a dispute arise between Customs and importer regarding the value or classification of goods, the case will be referred to a Board of Arbitration composed as follows:

An official of the Customs; a merchant selected by the Consul of the importer; and a Merchant differing in nationality from the importer, selected by the Senior Consul.

Questions regarding procedure, etc., which may arise during the sittings of the Board shall be decided by the majority. The final finding of the majority of the Board, which must be announced within fifteen days of the reference (not including holidays), will be binding upon both parties. Each of the two merchants on the Board will be entitled to a fee of Ten Haikwan Taels. Should the Board sustain the Customs valuation, or, in the event of not sustaining that valuation, should it decide that the goods have been undervalued by the importer to the extent of not less than 7½ per cent., the importer will pay the fees; if otherwise, the fees will be paid by the Customs. Should the Board decide that the correct value of the goods is 20 per cent. (or more) higher than that upon which the importer originally claimed to pay Duty, the Customs authorities may retain possession of the goods until full Duty has been paid and may levy an additional Duty equal to four times the Duty sought to be evaded.

In all cases invoices, when available, must be produced if required by the Customs.

Rule II.

The following will not be liable to Import Duty: Foreign Rice, Cereals, and Flour; Gold and Silver, both Bullion and Coin; Printed Books, Charts, Maps, Periodicals, and Newspapers; Samples in reasonable quantities, and certified to be for show and not for sale; Government Stationery for Consulates in China; Passengers Baggage for *bona fide* private use; Circulars, etc., distributed gratis by mercantile houses; and Private Effects (not including Wines, Stores, and Tobacco) of individual Foreigners

imported by themselves for their own personal use and not for sale, provided that the Customs authorities are satisfied that the articles in question fulfil these conditions.

A freight or part freight of Duty-free commodities (personal baggage of less than twenty passengers and Gold and Silver Bullion and Foreign Coins excepted) will render the vessel carrying them, though no other cargo be on board, liable to Tonnage Dues.

Drawbacks will be issued for Ships Stores and Bunker Coal when taken on board.

Rule III.

Except at the requisition of the Chinese Government, or for sale to Chinese duly authorized to purchase them, Import trade is prohibited in all Arms, Ammunition, and Munitions of War of every description. No Permit to land them will be issued until the Customs have proof that the necessary authority has been given to the importer. Infraction of this rule will be punishable by confiscation of all the goods concerned. The import of Salt is absolutely prohibited.

SHENG HSÜAN-HUAI
LÜ HAI-HUAN

Subject to the approval of His Imp. & Roy.

Apostolic Majesty's Government E v. HIRSCH
Ad referendum D. SIFFERT.
DR BOYÉ.
JAS. L. MACKAY
E. HIOKI,
M. ODAGIRI
J. YAMAOKA
Ad referendum advocaat F. B. v'JACOB
JOHN GOODNOW[a]

TO ACCOMPANY TREATY BETWEEN THE UNITED STATES AND CHINA FOR THE EXTENSION OF THE COMMERCIAL RELATIONS BETWEEN THEM.

SIGNED AT SHANGHAI, OCTOBER 8, 1903.

NOTE.

SHANGHAI *Aug. 29th 1902.*

YOUR EXCELLENCIES,

With reference to the New Tariff which has just been signed, this note puts on record that the following words have been erased from Rule II of the Rules at the end of the Tariff;—"Samples in reasonable quantities & certified to be for show, & not for sale; Government stationery for Consulates in China, passengers' baggage for bonâ fidê private use; circulars, &c, distributed gratis of Mercantile houses; and private effects (not including wines, stores & tobacco) of individual foreigners imported by themselves for their own personal use & not for sale provided that the Custom Authorities are satisfied that the articles in question fulfil these conditions"; and also "personal baggage of less than twenty passengers and"

It is understood between the Foreign & Chinese Commissioners that, though the above words have been eliminated from the Rules,

[a] Signed by representative of France March 30, 1904, with change noted, supra, p. 162.

the matter therein referred to will be dealt with by the Inspector General of the Imperial Maritime Customs at his discretion in accordance with the instructions issued by him subsequent to the Final Protocol of the 7th September 1901.

We have the honour to be,

Your Excellencies' obedient servants

HIRSCH
D. SIFFERT
DR. BOYÉ
JAS. L. MACKAY
E. HIOKI
J. YAMAOKA
Advocaat F. B. v' JACOB
D. SIFFERT
JOHN GOODNOW

DUTY FREE LIST.

(Vide T. G. Circulars Nos. 979, 984, 1016, 1020, 1022, 1025, 1026.)

Instructions received.

12th Oct. 1901. 1. Foreign Rice, cereals and flour, gold and silver coined and uncoined.

12th Oct. 1901 2. Legations supplies from abroad.

7th Nov. 1901. 3. Supplies for the use of Foreign forces Military and Naval.

19th Apl. 1902 4. Official stationery actually transmitted by foreign Government Departments for Foreign Consulates.

1 May, 1902 5. Supplies under Government stores Certificates.

31 May, 1902 6. Materials for Railways the import of which "free" is provided for by agreements antedating the Peace Protocol.

10th May, 1902 7. Samples; in reasonable quantities certified for show and not for sale.

3 June, 1902 8. Circulars, etc., distributed gratis by mercantile houses.

12th Oct. 1901
3 June, 1902 9. The bona fide baggage of travllers i. e. passengers luggage arriving either with the owner or by a vessel other than that by which the passenger travels.

3 June, 1902 10. Clothing, books, pictures and furniture already in use when brought in by residents and not for sale.

31 May, 1902 N. B. Ships Coal and provisions are entitled to drawbacks.

CHINA.

II.

DECLARATIONS; ARRANGEMENTS.

ARRANGED CHRONOLOGICALLY.

No. 21.

FRANCE.

DECLARATION CONCERNING THE NON-ALIENATION OF THE ISLAND OF HAI-NAN.[a]

15 MARCH, 1897.

THE TSUNG-LI YAMÊN TO MR. GÉRARD, MINISTER OF THE FRENCH REPUBLIC AT PEKING.

[Translation.]

13TH DAY, 2D MOON, 23D YEAR KUANG-HSÜ.
(15 March, 1897.)

The 1st day of the 2d moon of the 23d year Kuang-hsü (March 3, 1897), we received a despatch in which you inform us that France, considering the close friendly and neighborly relations maintained with China, attaches great importance to the island of Hai-nan never being either alienated or ceded by China to any other foreign Power, either as final or temporary cession, or as a naval station or coaling depot.

Our Yamên considers Kiung-chou (the island of Hai-nan) as belonging to the territory of China which consequently exercises over it right of sovereignty. How could it cede it to foreign nations? Furthermore, it is nowise a fact at present that it has lent it temporarily to foreign nations. As in duty bound we make to Your Excellency this official communication.

(Here follow the signatures of the President and the Members of the Tsung-li Yamên).

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[a] *Documents diplomatiques. Chine, 1894–1898*, p. 33.

No. 22.

GREAT BRITAIN.

DECLARATION CONCERNING THE NON-ALIENATION OF THE YANG-TSZE REGION.[a]

FEBRUARY 11, 1898.

SIR C. MACDONALD TO THE TSUNG-LI YAMÊN.

PEKING, *February 9, 1898.*

MM. LES MINISTRES,

Your Highnesses and your Excellencies have more than once intimated to me that the Chinese Government were aware of the great importance that has always been attached by Great Britain to the retention in Chinese possession of the Yang-tsze region, now entirely hers, as providing security for the free course and development of trade.

I shall be glad to be in a position to communicate to Her Majesty's Government a definite assurance that China will never alienate any territory in the provinces adjoining the Yang-tsze to any other Power, whether under lease, mortgage, or any other designation. Such an assurance is in full harmony with the observations made to me by Your Highnesses and Your Excellencies.

I avail, &c.

(Signed) CLAUDE M. MACDONALD.

THE TSUNG-LI YAMÊN TO SIR C. MACDONALD.

Kuang-hsü, 24th year, 1st moon, 21st day. (February 11, 1898.)

[Translation.]

The Yamên have the honour to acknowledge the receipt of the British Minister's despatch of the 9th February, stating that the Yamên had more than once intimated to him that the Chinese Government were aware of the great importance that has always been attached by Great Britain to the retention in Chinese possession of the Yang-

[a] British Parliamentary Blue Book, *China, No. 2, 1898.*

tsze region, now entirely hers, as providing security for the free course and development of trade. The British Minister would be glad to be in a position to communicate to Her Majesty's Government a definite assurance that China would never alienate (any territory) in the provinces adjoining the Yang-tsze to any other Power, whether under lease, mortgage, or any other designation.

The Yamên have to observe that the Yang-tsze region is of the greatest importance as concerning the whole position (or interests) of China, and it is out of the question that territory (in it) should be mortgaged, leased, or ceded to another Power. Since Her Britannic Majesty's Government has expressed its interest (or anxiety) it is the duty of the Yamên to address this note to the British Minister for communication to his Government.

They avail themselves, &c.

No. 23.

GREAT BRITAIN.

DECLARATION BY CHINA THAT INSPECTOR-GENERAL OF MARITIME CUSTOMS SHALL BE A BRITISH SUBJECT WHILE BRITISH TRADE PREPONDERATES.[a]

FEBRUARY 13, 1898.

THE TSUNG-LI YAMÊN TO SIR C. MACDONALD.

Kuang-hsü, 24th year, 1st moon, 20th day. (February 10, 1898.)

[Translation.]

The Yamên have the honour to acknowledge the receipt on the 3rd February of a note from the British Minister, to the effect that on the 17th January, when calling at the Yamên, he had informed the Ministers present that he had received telegraphic instructions from Her Majesty's Government that in view of the immense preponderance of British trade with China over that of other countries, Her Majesty's Government regarded it as vital to the commercial interests of Great Britain that the Inspector-General of Maritime Customs should in the future, as in the past, be of British nationality. The Yamên had agreed to this, and in order that there might be no room for misunderstanding, the Minister now addressed this note to the Yamên to place the matter formally on record.

The Yamên have to observe that ever since the opening of Chinese ports to foreign trade, commerce and revenue have been steadily increasing. The duties paid by British merchants are nearly 80 per cent. of the whole amount paid by foreign countries, and, therefore, a British subject (Sir Robert Hart) has been employed as Inspector-General of Maritime Customs.

The said Inspector-General is versed in commercial matters, just in his dealings, experienced and upright, faithful and sincere, a man on whom reliance can be placed, and China has in the past leant much upon him. If he were to ask for leave China must (try to) detain him, but if some cause were to necessitate his returning home, China, thoroughly investigating the trade at the various ports, (and finding that) British merchants are in the majority, will certainly direct the said

[a] British Parliamentary Blue Book, *China, No. 1*, 1899, p. 18.

Inspector-General to recommend an Englishman of equal ability with himself to take charge, and the Yamên will, after inquiry, appoint him as successor to manage Chinese Customs matters. The object being the protection of commerce at the various ports, (the Yamên) could not possibly regard this selection as a light matter, and so do injury to important public interests.

The Yamên beg to make this reply to the British Minister for his information.

They avail themselves, &c.

(Seal of Yamên.)

THE TSUNG-LI YAMÊN TO SIR C. MACDONALD.

Kuang-hsü, 24th year, 1st moon, 23rd day. (February 13, 1898.)

[Translation.]

The Yamên have the honour to address the British Minister with regard to the continued employment in the future of an Englishman in succession to the Inspector-General of Maritime Customs, on which subject they addressed a reply to his Excellency a few days ago.

They have to observe that British trade with China exceeds that of all other countries, and, as the Yamên have frequently agreed and promised, it is intended that as in the past, so in the future, an Englishman shall be employed as Inspector-General.

But if at some future time the trade of some other country at the various Chinese ports should become greater than that of Great Britain, China will then of course not be bound to necessarily employ an Englishman as Inspector-General.

The Yamên write this further despatch for the information of the British Minister, to be placed on record.

They avail themselves, &c.

(Seal of Yamên.)

27938—04——12

No. 24.

FRANCE.

DECLARATION CONCERNING THE NON-ALIENATION OF CHINESE TERRITORY BORDERING ON TONGKING.[a]

APRIL 10, 1898.

LETTERS EXCHANGED BETWEEN M. DUBAIL AND THE TSUNG-LI YAMÊN RESPECTING THE PROVINCES BORDERING ON TONGKING.

[Translation.]

PEKING, *4th April, 1898.*

With the purpose of assuring the relations of neighbourliness and friendship between China and France; with the purpose, equally, of seeing the territorial integrity of the Chinese Empire maintained and, further, because of the necessity of taking care that no change be introduced in the existing situation as regards the provinces bordering on Tongking (*par suite de la necessité de veiller à ce que dans les provinces limitrophes du Tonkin, il ne soit apporté aucune modification à l'état de fait et de droit existant*), the Government of the Republic would attach particular value to receiving from the Chinese Government an assurance that it will not cede to any other Power all or a part of the territory of those provinces, either definitely or temporarily, or on lease, or by any title whatsoever.

I shall be obliged if your Highnesses and your Excellencies will, in acknowledging this letter, be good enough to respond by an official despatch to the desire of the Government of the Republic.

(Signed) DUBAIL.

THE TSUNG-LI YAMÊN TO M. DUBAIL, CHARGÉ D'AFFAIRES OF THE FRENCH REPUBLIC, PEKING.

[Translation.]

PEKING, *10th April, 1898.*

On the 4th April, 1898, we received from your Excellency the following despatch:

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[a] *Documents Diplomatiques, Chine, 1894–1898*, p. 49.

[Letter quoted as above.]

Our Yamên considers that the Chinese provinces bordering on Tongking, being important frontier points which interest her in the highest degree, must always be administered by China and remain under her sovereignty. There is no reason that they should be ceded or leased to any Power.

As the French Government attaches a particular value to receiving this assurance, we feel called on to address this official reply to your Excellency, begging you to take note of and forward it.

No. 25.

GREAT BRITAIN.

DECLARATION BY GREAT BRITAIN RESPECTING WEI-HAI WEI.[a]

APRIL 19, 1898.

[Translation.]

England formally declares to Germany that in establishing herself at Wei-hai Wei, she has no intention of injuring or contesting the rights and interests of Germany in the Province of Shan-tung, or of creating difficulties for her in that province. It is especially understood that England will not construct any railroad communication from Wei-hai Wei and the district leased therewith into the interior of the Province of Shan-tung.

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[a] *Reichs Anzeiger*, April 22, 1898. See also British Parliamentary Blue Book, *China, No. 1 (1889)*, pp. 27–31.

No. 26.

JAPAN.

DECLARATION CONCERNING THE NON-ALIENATION OF THE PROVINCE OF FU-KIEN.

APRIL 26, 1898.

MR. YANO TO THE PRINCES AND MINISTERS OF THE TSUNG-LI YAMÊN.

[Translation.]

PEKING, *April 24, 1898.*

The Minister of Japan, Mr. Yano, has the honor to make an official communication.

A telegram has just been received from the Minister for Foreign Affairs, which reads as follows:

"The Government of Japan has viewed with constant deep concern the difficulties with which the Government of China has recently been confronted. The declaration made at the time of the evacuation of Wei-Hai Wei is an evidence of this. It is to be apprehended that trouble may arise with consequences disastrous to China. In all this there is no mistaking what our real purpose is.

"In view of the present state of affairs, the Government of Japan, mindful of its own interests, cannot act as if entirely in ignorance of passing events, but must take proper measures to meet any situation that may arise. You will ask the Government of China to make a declaration that it will not cede or lease to any other Power any portion of its territory within the Province of Fu-kien."

The Minister of Japan, in confirmation of his oral statements made in a personal interview, has the honor to now lay the matter officially before the Princes and Ministers of the Tsung-li Yamên, with the request that a reply be given to this communication for transmission by telegraph to his Government.

The Minister of Japan avails himself of this occasion to renew to Their Highnesses and Their Excellencies the assurances of his most distinguished consideration.

THE TSUNG-LI YAMÊN TO MR. YANO.

[Translation.]

PEKING, *April 26, 1898.*

Prince Ch'ing and the Ministers of the Tsung-li Yamên have the honor to reply to a communication from the Minister of Japan, dated 2d day, 3d intercalary month, 24th year Kuang-hsü (April 22, 1898,) which reads as follows:—

"A telegram has just been received from the Minister for Foreign Affairs, which reads as follows:—

"'The Government of Japan has viewed with constant deep concern the difficulties with which the Government of China has recently been confronted. The declaration made at the time of the evacuation of Wei-Hai Wei is evidence of this. It is to be apprehended that trouble may arise with consequences disastrous to China. In all this there is no mistaking what our real purpose is.

"'In view of the present state of affairs, the Government of Japan, mindful of its own interests, cannot act as if entirely in ignorance of passing events, but must take proper measures to meet any situation that may arise. You will ask the Government of China to make a declaration that it will not cede or lease to any other Power any portion of its territory within the Province of Fu-kien.'"

Referring to his oral statements made in a personal interview, the Minister of Japan requests that a reply be given to his communication.

The Princes and the Ministers have the honor to state that the Province of Fu-kien, with all the territory in the interior and along the seacoast within its limits, which is an important part of China, China will never cede or lease to any Power whatsoever; and to request that this reply be communicated to the Government of Japan.

The Princes and the Ministers avail themselves of this opportunity to renew to the Minister of Japan the assurances of their most distinguished consideration.

No. 27.

GREAT BRITAIN AND RUSSIA.

IDENTIC NOTES EXCHANGED BETWEEN THE UNITED KINGDOM AND RUSSIA WITH REGARD TO THEIR RESPECTIVE RAILWAY INTERESTS IN CHINA.[a]

APRIL 28, 1899.

SIR C. SCOTT TO COUNT MOURAVIEFF.

The Undersigned, British Ambassador, duly authorized to that effect, has the honour to make the following declaration to His Excellency Count Mouravieff, Russian Minister for Foreign Affairs.

Great Britain and Russia, animated by a sincere desire to avoid in China all cause of conflict on questions where their interests meet, and taking into consideration the economic and geographical gravitation of certain parts of that Empire, have agreed as follows:—

1. Great Britain engages not to seek for her own account, or on behalf of British subjects or of others, any railway Concessions to the north of the Great Wall of China, and not to obstruct, directly or indirectly, applications for railway Concessions in that region supported by the Russian Government.

2. Russia, on her part, engages not to seek for her own account, or on behalf of Russian subjects or of others, any railway concessions in the basin of the Yangtze and not to obstruct, directly or indirectly, applications for railway concessions in that region supported by the British Government.

The two Contracting Parties, having nowise in view to infringe in any way the sovereign rights of China or existing Treaties, will not fail to communicate to the Chinese Government the present arrangement, which, by averting all cause of complications between them, is of a nature to consolidate peace in the Far East, and to serve the primordial interests of China herself.

CHARLES S. SCOTT.

ST. PETERSBURG, *April 28, 1899.*

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[a] *British and Foreign State Papers.*—Vol. XCI, pp. 91–94.

SIR C. SCOTT TO COUNT MOURAVIEFF.

In order to complete the notes exchanged this day respecting the partition of spheres for Concessions for the construction and working of railways in China, it has been agreed to record in the present additional note the agreement arrived at with regard to the line Shanhaikuan-Newchwang, for the construction of which a loan has been already contracted by the Chinese Government with the Shanghai-Hongkong Bank, acting on behalf of the British and Chinese Corporation.

The general arrangement established by the above-mentioned notes is not to infringe in any way the rights acquired under the said Loan Contract, and the Chinese Government may appoint both an English engineer and an European accountant to supervise the construction of the line in question, and the expenditure of the money appropriated to it.

But it remains understood that this fact cannot be taken as constituting a right of property or foreign control, and that the line in question is to remain a Chinese line, under the control of the Chinese Government, and cannot be mortgaged or alienated to a non-Chinese Company.

As regards the branch line from Siaoheishan to Sinminting, in addition to the aforesaid restrictions, it has been agreed that it is to be constructed by China herself, who may permit European—not necessarily British—engineers to periodically inspect it, and to verify and certify that the work is being properly executed.

The present special Agreement is naturally not to interfere in any way with the right of the Russian Government to support, if it thinks fit, applications of Russian subjects or establishments for Concessions for railways, which, starting from the main Manchurian line in a southwesterly direction, would traverse the region in which the Chinese line terminating at Sinminting and Newchwang is to be constructed.

CHARLES S. SCOTT.[b]

ST. PETERSBURG, *April 28, 1899.*

[b] The same, *mutatis mutandis*, was sent the same day by Count Mouravieff, Minister of Foreign Affairs of Russia to Sir Charles Scott.

No. 28.

UNITED STATES.

DECLARATIONS MADE TO THE UNITED STATES BY FRANCE, GERMANY, GREAT BRITAIN, ITALY, JAPAN AND RUSSIA, ACCEPTING THE COMMERCIAL POLICY OF THE "OPEN DOOR."

SEPTEMBER 6, 1899, TO FEBRUARY 19, 1900.

FRANCE.

MR. HAY TO MR. VIGNAUD.

No. 664.] DEPARTMENT OF STATE,
Washington, September 6, 1899.

SIR: I have to enclose, for your confidential information, copies of instructions I have sent under this date to the United States Ambassadors at London, Berlin, and St. Petersburg in reference to the desire of this Government that the Governments of Great Britain, Germany, and Russia make formal declaration of an "open-door" policy in the territories held by them in China.

I am, etc., JOHN HAY.

(Enclosures: To London, No. 205, September 6, 1899. To Berlin, No. 927, September 6, 1899. To St. Petersburg, No. 82, September 6, 1899.)

MR. HAY TO MR. PORTER.

[Telegram.]

DEPARTMENT OF STATE,
Washington, November 21, 1899.

PORTER, *Ambassador, Paris.*

Informally submit to French Government form of declaration outlined in enclosures with instruction No. 664 of September 6 and ask whether France will join.

HAY.

MR. DELCASSÉ TO MR. PORTER.

[Translation.]

FOREIGN AFFAIRS.

(Received at United States Embassy at Paris, December 16, 1899.)

MY DEAR AMBASSADOR: I find your note awaiting me on my return. The declarations which I made in the Chamber on the 24th of November last, and which I have had occasion to recall to you since then,

show clearly the sentiments of the Government of the Republic. It desires throughout the whole of China and, with the quite natural reservation that all the Powers interested give an assurance of their willingness to act likewise, is ready to apply in the territories which are leased to it, equal treatment to the citizens and subjects of all nations, especially in the matter of customs duties and navigation dues, as well as transportation tariffs on railways.

I beg you, my dear Ambassador, to accept, etc.

DELCASSÉ.

GERMANY.

MR. HAY TO MR. WHITE.

No. 927.] DEPARTMENT OF STATE,
Washington, September 6, 1899.

SIR: At the time when the Government of the United States was informed by that of Germany that it had leased from His Majesty the Emperor of China the port of Kiao-chao and the adjacent territory in the province of Shantung, assurances were given to the Ambassador of the United States at Berlin by the Imperial German Minister for Foreign Affairs that the rights and privileges insured by treaties with China to citizens of the United States would not thereby suffer or be in anywise impaired within the area over which Germany had thus obtained control.

More recently, however, the British Government recognized by a formal agreement with Germany the exclusive right of the latter country to enjoy in said leased area and the contiguous "sphere of influence or interest" certain privileges, more especially those relating to railroads and mining enterprises; but, as the exact nature and extent of the rights thus recognized have not been clearly defined, it is possible that serious conflicts of interests may at any time arise, not only between British and German subjects within said area, but that the interests of our citizens may also be jeopardized thereby.

Earnestly desirous to remove any cause of irritation and to insure at the same time to the commerce of all nations in China the undoubted benefits which should accrue from a formal recognition by the various Powers claiming "spheres of interest" that they shall enjoy perfect equality of treatment for their commerce and navigation within such "spheres," the Government of the United States would be pleased to see His German Majesty's Government give formal assurances, and lend its cooperation in securing like assurances from the other interested Powers, that each within its respective sphere of whatever influence—

First. Will in no way interfere with any treaty port or any vested interest within any so-called "sphere of interest" or leased territory it may have in China.

Second. That the Chinese treaty tariff of the time being shall apply to all merchandise landed or shipped to all such ports as are within said "sphere of interest" (unless they be "free ports"), no matter to what nationality it may belong, and that duties so leviable shall be collected by the Chinese Government.

Third. That it will levy no higher harbor dues on vessels of another nationality frequenting any port in such "sphere" than shall be levied on vessels of its own nationality, and no higher railroad charges over lines built, controlled, or operated within its "sphere" on merchandise belonging to citizens or subjects of other nationalities transported through such "sphere" than shall be levied on similar merchandise belonging to its own nationals transported over equal distances.

The liberal policy pursued by His Imperial German Majesty in declaring Kiao-chao a free port and in aiding the Chinese Government in the establishment there of a custom-house are so clearly in line with the proposition which this Government is anxious to see recognized that it entertains the strongest hope that Germany will give its acceptance and hearty support.

The recent Ukase of His Majesty the Emperor of Russia declaring the port of Ta-lien-wan open during the whole of the lease under which it is held from China to the merchant ships of all nations, coupled with the categorical assurances made to this Government by His Imperial Majesty's representative at this capital at the time, and since repeated to me by the present Russian Ambassador, seem to insure the support of the Emperor to the proposed measure. Our Ambassador at the Court of St. Petersburg has in consequence been instructed to submit it to the Russian Government and to request their early consideration of it. A copy of my instruction on the subject to Mr. Tower is herewith enclosed for your confidential information.

The commercial interests of Great Britain and Japan will be so clearly served by the desired declaration of intentions, and the views of the Governments of these countries as to the desirability of the adoption of measures insuring the benefits of equality of treatment of all foreign trade throughout China are so similar to those entertained by the United States, that their acceptance of the propositions herein outlined and their cooperation in advocating their adoption by the other Powers can be confidently expected. I enclose herewith copy of the instruction which I have sent to Mr. Choate on the subject.

In view of the present favorable conditions, you are instructed to submit the above considerations to His Imperial German Majesty's Minister for Foreign Affairs, and to request his early consideration of the subject.

Copy of this instruction is sent to our Ambassadors at London and at St. Petersburg for their information.

I have, etc., JOHN HAY.

(Enclosures: To London, September 6, 1899, No. 205. To St. Petersburg, September 6, 1899, No. 82.)

COUNT VON BÜLOW TO MR. WHITE.

[Translation.]

FOREIGN OFFICE,
Berlin, February 19, 1900.

MR. AMBASSADOR: Your Excellency informed me, in a memorandum presented on the 24th of last month, that the Government of the United States of America had received satisfactory written replies from all the Powers to which an inquiry had been addressed similar to that contained in Your Excellency's note of September 26 last, in regard to the policy of the open door in China. While referring to this, Your Excellency thereupon expressed the wish that the Imperial Government would now also give its answer in writing.

Gladly complying with this wish, I have the honor to inform Your Excellency, repeating the statements already made verbally, as follows: As recognized by the Government of the United States of America, according to Your Excellency's note referred to above, the Imperial Government has, from the beginning, not only asserted, but also practically carried out to the fullest extent, in its Chinese possessions absolute equality of treatment of all nations with regard to trade, navigation, and commerce. The Imperial Government entertains no thought of departing in the future from this principle, which at once excludes any prejudicial or disadvantageous commercial treatment of the citizens of the United States of America, so long as it is not forced to do so, on account of considerations of reciprocity, by a divergence from it by other governments. If, therefore, the other Powers interested in the industrial development of the Chinese Empire are willing to recognize the same principles, this can only be desired by the Imperial Government, which in this case upon being requested will gladly be ready to participate with the United States of America and the other Powers in an agreement made upon these lines, by which the same rights are reciprocally secured.

I avail myself, etc. BÜLOW.

GREAT BRITAIN.

MR. CHOATE TO LORD SALISBURY.

EMBASSY OF THE UNITED STATES,
London, September 22, 1899.

MY LORD: I am instructed by the Secretary of State to present to Your Lordship a matter which the President regards as of great and equal importance to Great Britain and the United States—in the maintenance of trade and commerce in the East, in which the interest of the two nations differs, not in character, but in degree only—and to ask for action on the part of Her Majesty's Government which the President conceives to be in exact accord with its uniformly declared

policy and traditions, and which will greatly promote the welfare of commerce.

He understands it to be the settled policy and purpose of Great Britain not to use any privileges which may be granted to it in China as a means of excluding any commercial rivals, and that freedom of trade for it in that Empire means freedom of trade for all the world alike. Her Majesty's Government, while conceding by formal agreements with Germany and Russia the possession of "spheres of influence or interest" in China, in which they are to enjoy especial rights and privileges, particularly in respect to railroads and mining enterprises, has at the same time sought to maintain what is commonly called the "open-door" policy, to secure to the commerce and navigation of all nations equality of treatment within such "spheres." The maintenance of this policy is alike urgently demanded by the commercial communities of our two nations, as it is justly held by them to be the only one which will improve existing conditions, enable them to maintain their positions in the markets of China, and extend their future operations.

While the Government of the United States will in no way commit itself to any recognition of the exclusive rights of any power within or control over any portion of the Chinese Empire, under such agreements as have been recently made, it can not conceal its apprehensions that there is danger of complications arising between the treaty powers which may imperil the rights insured to the United States by its treaties with China.

It is the sincere desire of my Government that the interests of its citizens may not be prejudiced through exclusive treatment by any of the controlling powers within their respective "spheres of interests" in China, and it hopes to retain there an open market for all the world's commerce, remove dangerous sources of international irritation, and thereby hasten united action of the powers at Pekin to promote administrative reforms so greatly needed for strengthening the Imperial Government and maintaining the integrity of China, in which it believes the whole western world is alike concerned. It believes that such a result may be greatly aided and advanced by declarations by the various Powers claiming "spheres of interest" in China as to their intentions in regard to the treatment of foreign trade and commerce therein, and that the present is a very favorable moment for informing Her Majesty's Government of the desire of the United States to have it make on its own part and to lend its powerful support in the effort to obtain from each of the various Powers claiming "spheres of interest" in China a declaration substantially to the following effect:

(1) That it will in no wise interfere with any treaty port or any vested interest within any so-called "sphere of interest" or leased territory it may have in China.

(2) That the Chinese treaty tariff of the time being shall apply to all merchandise landed or shipped to all such ports as are within such "spheres of interest" (unless they be "free ports"), no matter to what nationality it may belong, and that duties so leviable shall be collected by the Chinese Government.

(3) That it will levy no higher harbor dues on vessels of another nationality frequenting any port in such "sphere" than shall be levied on vessels of its own nationality, and no higher railroad charges over lines built, controlled, or operated within its "sphere" on merchandise belonging to citizens or subjects of other nationalities transported through such "sphere" than shall be levied on similar merchandise belonging to its own nationals transported over equal distances.

The President has strong reason to believe that the Governments of both Russia and Germany will cooperate in such an understanding as is here proposed. The recent Ukase of His Majesty the Emperor of Russia declaring the port of Ta-lien-wan open to the merchant ships of all nations during the whole term of the lease under which it is to be held by Russia removes all uncertainty as to the liberal and conciliatory policy of that Power, and justifies the expectation that His Majesty would accede to the similar request of the United States now being presented to him and make the desired declaration.

The recent action of Germany in declaring the port of Kiao-chao a "free port" and the aid which its Government has given China in establishing there a Chinese custom-house, coupled with oral assurances given the United States by Germany that the interests of the United States and its citizens within its "sphere" would in no wise be affected by its occupation of this portion of the province of Shantung, encourage the belief that little opposition is to be anticipated to the President's request for a similar declaration from that Power.

It is needless also to add that Japan, the Power next most largely interested in the trade of China, must be in entire sympathy with the views here expressed, and that its interests will be largely served by the proposed arrangement; and the declarations of its statesmen within the last year are so entirely in line with it that the cooperation of that Power is confidently relied upon.

It is therefore with the greatest pleasure that I present this matter to Your Lordship's attention and urge its prompt consideration by Her Majesty's Government, believing that the action is in entire harmony with its consistent theory and purpose, and that it will greatly redound to the benefit and advantage of all commercial nations alike. The prompt and sympathetic cooperation of Her Majesty's Government with the United States in this important matter will be very potent in promoting its adoption by all the Powers concerned.

I have, etc.,

JOSEPH H. CHOATE.

LORD SALISBURY TO MR. CHOATE.

FOREIGN OFFICE,
London, September 29, 1899.

YOUR EXCELLENCY: I have read with great interest the communication which you handed to me on the 23d instant, in which you inform me of the desire of the United States Government to obtain from the various Powers claiming spheres of interest in China declarations as to their intentions in regard to the treatment of foreign trade and commerce therein.

I have the honor to inform Your Excellency that I will lose no time in consulting my colleagues in regard to a declaration by Her Majesty's Government and on the proposal that they should cooperate with the Government of the United States in obtaining similar declarations by the other Powers concerned.

In the meantime, I may assure Your Excellency that the policy consistently advocated by this country is one of securing equal opportunity for the subjects and citizens of all nations in regard to commercial enterprise in China, and from this policy Her Majesty's Government have no intention or desire to depart.

I have, etc.,

SALISBURY.

LORD SALISBURY TO MR. CHOATE.

FOREIGN OFFICE,
London, November 30, 1899.

YOUR EXCELLENCY: With reference to my note of September 29 last, I have the honor to state that I have carefully considered, in communication with my colleagues, the proposal contained in Your Excellency's note of September 22 that a declaration should be made by foreign Powers claiming "spheres of interest" in China as to their intentions in regard to the treatment of foreign trade and interest therein.

I have much pleasure in informing Your Excellency that Her Majesty's Government will be prepared to make a declaration in the sense desired by your Government in regard to the leased territory of Weihai Wei and all territory in China which may hereafter be acquired by Great Britain by lease or otherwise, and all spheres of interest now held or that may hereafter be held by her in China, provided that a similar declaration is made by other Powers concerned.

I have, etc.,

SALISBURY.

MR. CHOATE TO LORD SALISBURY.

EMBASSY OF THE UNITED STATES,
London, December 6, 1899.

MY LORD: I have the honor to acknowledge the receipt of Your Lordship's note of November 30, in which you inform me that, after having carefully considered, in connection with your colleagues, the proposals contained in my note of September 22 last, Her Majesty's Government is prepared to make a declaration in the sense desired by my Government in regard to the leased territory of Wei-hai Wei and all territory in China which may hereafter be acquired by Great Britain by lease or otherwise, and all "spheres of interest" now held, or which may hereafter be held, by her in China, provided that a similar declaration is made by other Powers.

In acknowledging Your Lordship's note, I have also, under instructions from the Secretary of State, to express to Your Lordship the gratification he feels at the cordial acceptance by Her Britannic Majesty's Government of the proposals of the United States.

I have, etc.,

JOSEPH H. CHOATE.

ITALY.

MR. HAY TO MR. DRAPER.

No. 434.] DEPARTMENT OF STATE,
Washington, November 17, 1899.

SIR: This Government, animated with a sincere desire to insure to the commerce and industry of the United States and of all other nations perfect equality of treatment within the limits of the Chinese Empire for their trade and navigation, especially within the so-called "spheres of influence or interest" claimed by certain European Powers in China, has deemed the present an opportune moment to make representations in this direction to Germany, Great Britain, Japan, and Russia.

To attain the object it has in view and to remove possible causes of international irritation and reestablish confidence so essential to commerce, it has seemed to this Government highly desirable that the various Powers claiming "spheres of interest or influence" in China should give formal assurances that—

First. They will in no way interfere with any treaty port or any vested interest within any so-called "sphere of interest" or leased territory they may have in China.

Second. The Chinese treaty tariff of the time being shall apply to all merchandise landed or shipped to all such ports as are within said

"sphere of interest" (unless they be "free ports"), no matter to what nationality it may belong, and that duties so leviable shall be collected by the Chinese Government.

Third. They will levy no higher harbor dues on vessels of another nationality frequenting any port in such "sphere" than shall be levied on vessels of their own nationality, and no higher railroad charges over lines built, controlled, or operated within its "sphere" on merchandise belonging to citizens or subjects of other nationalities transported through such "sphere" than shall be levied on similar merchandise belonging to their own nationals transported over equal distances.

The policy pursued by His Imperial German Majesty in declaring Tsing-tao (Kiao-chao) a free port and in aiding the Chinese Government in establishing there a custom-house and the Ukase of His Imperial Russian Majesty of August 11 last erecting a free port at Dalny (Ta-lien-wan) are thought to be proof that these Powers are not disposed to view unfavorably the proposition to recognize that they contemplate nothing which will interfere in any way with the enjoyment by the commerce of all nations of the rights and privileges guaranteed to them by existing treaties with China.

Repeated assurances from the British Government of its fixed policy to maintain throughout China freedom of trade for the whole world insure, it is believed, the ready assent of that Power to our proposals. The commercial interests of Japan will also be greatly served by the above-mentioned declaration, which harmonizes with the assurances conveyed to this Government at various times by His Imperial Japanese Majesty's diplomatic representative at this capital.

In view of the important and growing commercial interests of Italy in eastern Asia, it would seem desirable that His Majesty's Government should also be informed of the steps taken by the United States to insure freedom of trade in China, in which it would find equal advantages to those which the other nations of Europe expect.

You are therefore instructed to submit to His Majesty's Minister for Foreign Affairs the above considerations and to invite his early attention to them, expressing, in the name of your Government, the hope that they will prove acceptable, and that His Majesty's Government will lend its aid and valuable assistance in securing their acceptance by the other interested Powers.

I enclose, for your personal and confidential information, copies of the instructions sent to our Ambassadors at Berlin, London, St. Petersburg, and to our Minister at Tokyo.

I am, etc., JOHN HAY.

(Enclosures: To Great Britain, to Russia, to Germany, September 6, 1899. To Japan, November 13, 1899.)

THE MARQUIS VISCONTI VENOSTA TO MR. DRAPER.

[Translation.]

ROME, *January 7, 1900.*

MR. AMBASSADOR: Supplementary to what you had already done me the honor of communicating to me in your note of December 9, 1899, Your Excellency informed me yesterday of the telegraphic note received from your Government that all the Powers consulted by the Cabinet of Washington concerning the suitability of adopting a line of policy which would insure to the trade of the whole world equality of treatment in China have given a favorable reply.

Referring to your communications and to the statements in my note of December 23 last, I take pleasure in saying that the Government of the King adheres willingly to the proposals set forth in said note of December 9.

I beg Your Excellency to kindly convey the notice of our adhesion to the Cabinet of Washington, and I avail myself of the occasion to renew to you, etc.

VISCONTI VENOSTA.

JAPAN.

MR. HAY TO MR. BUCK.

No. 263.] DEPARTMENT OF STATE,
Washington, November 13, 1899.

SIR: This Government, animated with a sincere desire to insure to the commerce and industry of the United States and of all other nations perfect equality of treatment within the limits of the Chinese Empire for their trade and navigation, especially within the so-called "spheres of influence or interest" claimed by certain European Powers in China, has deemed the present an opportune moment to make representations in this direction to Germany, Great Britain, and Russia.

To obtain the object it has in view and to remove possible causes of international irritation and reestablish confidence so essential to commerce, it has seemed to this Government highly desirable that the various Powers claiming "spheres of interest or influence" in China should give formal assurances that—

First. They will in no way interfere with any treaty port or any vested interest within any so-called "sphere of interest" or leased territory they may have in China.

Second. The Chinese treaty tariff of the time being shall apply to all merchandise landed or shipped to all such ports as are within said "sphere of interest" (unless they be "free ports"), no matter to what nationality it may belong, and that duties so leviable shall be collected by the Chinese Government.

Third. They will levy no higher harbor dues on vessels of another nationality frequenting any port in such "sphere" than shall be levied on vessels of their own nationality, and no higher railroad charges over lines built, controlled, or operated within such "sphere" on merchandise belonging to citizens or subjects of other nationalities transported through such "sphere" than shall be levied on similar merchandise belonging to their own nationals transported over equal distances.

The policy pursued by His Imperial German Majesty in declaring Tsing-tao (Kiao-chao) a free port and in aiding the Chinese Government in establishing there a custom-house, and the Ukase of His Imperial Russian Majesty of August 11 last erecting a free port at Dalny (Ta-lien-wan) are thought to be proof that these Powers are not disposed to view unfavorably the proposition to recognize that they contemplate nothing which will interfere in any way with the enjoyment by the commerce of all nations of the rights and privileges guaranteed to them by existing treaties with China.

Repeated assurances from the British Government of its fixed policy to maintain throughout China freedom of trade for the whole world insure, it is believed, the ready assent of that Power to our proposals. It is no less confidently believed that the commercial interests of Japan would be greatly served by the above-mentioned declaration, which harmonizes with the assurances conveyed to this Government at various times by His Imperial Japanese Majesty's diplomatic representative at this capital.

You are therefore instructed to submit to His Imperial Japanese Majesty's Government the above considerations, and to invite their early attention to them, and express the earnest hope of your Government that they will accept them and aid in securing their acceptance by the other interested Powers.

I am, etc.,

JOHN HAY.

VISCOUNT AOKI TO MR. BUCK.

[Translation.]

DEPARTMENT OF FOREIGN AFFAIRS,

Tokyo, the 26th day, the 12th month of the 32d year of Meiji.

(December 26, 1899.)

MR. MINISTER: I have the honor to acknowledge the receipt of the note No. 176 of the 20th instant, in which, pursuing the instructions of the United States Government, Your Excellency was so good as to communicate to the Imperial Government the representations of the United States as presented in notes to Russia, Germany, and Great Britain on the subject of commercial interests of the United States in China.

I have the happy duty of assuring Your Excellency that the Imperial Government will have no hesitation to give their assent to so just and fair a proposal of the United States, provided that all the other Powers concerned shall accept the same.

I avail myself, etc.

VISCOUNT AOKI SIUZO,
Minister for Foreign Affairs.

RUSSIA.

MR. HAY TO MR. TOWER.

No. 82.] DEPARTMENT OF STATE,
Washington, September 6, 1899.

SIR: In 1898, when His Imperial Majesty had, through his diplomatic representative at this capital, notified this Government that Russia had leased from His Imperial Chinese Majesty the ports of Port Arthur, Ta-lien-wan, and the adjacent territory in the Liao-tung Peninsula in northeastern China for a period of twenty-five years, your predecessor received categorical assurances from the Imperial Minister for Foreign Affairs that American interests in that part of the Chinese Empire would in no way be affected thereby, neither was it the desire of Russia to interfere with the trade of other nations, and that our citizens would continue to enjoy within said leased territory all the rights and privileges guaranteed them under existing treaties with China. Assurances of a similar purport were conveyed to me by the Emperor's Ambassador at this capital; while fresh proof of this is afforded by the Imperial Ukase of $\frac{\text{July 30}}{\text{August 11}}$ last, creating the free port of Dalny, near Ta-lien-wan, and establishing free trade for the adjacent territory.

However gratifying and reassuring such assurances may be in regard to the territory actually occupied and administered, it can not but be admitted that a further, clearer, and more formal definition of the conditions which are henceforth to hold within the so-called Russian "sphere of interest" in China as regards the commercial rights therein of our citizens is much desired by the business world of the United States, inasmuch as such a declaration would relieve it from the apprehensions which have exercised a disturbing influence during the last four years on its operations in China.

The present moment seems particularly opportune for ascertaining whether His Imperial Russian Majesty would not be disposed to give permanent form to the assurances heretofore given to this Government on this subject.

The Ukase of the Emperor of August 11 of this year, declaring the port of Ta-lien-wan open to the merchant ships of all nations during

the remainder of the lease under which it is held by Russia, removes the slightest uncertainty as to the liberal and conciliatory commercial policy His Majesty proposes carrying out in northeastern China, and would seem to insure us the sympathetic and, it is hoped, favorable consideration of the propositions hereinafter specified.

The principles which this Government is particularly desirous of seeing formally declared by His Imperial Majesty and by all the great Powers interested in China, and which will be eminently beneficial to the commercial interests of the whole world, are:

First. The recognition that no Power will in any way interfere with any treaty port or any vested interest within any leased territory or within any so-called "sphere of interest" it may have in China.

Second. That the Chinese treaty tariff of the time being shall apply to all merchandise landed or shipped to all such ports as are within said "sphere of interest" (unless they be "free ports"), no matter to what nationality it may belong, and that duties so leviable shall be collected by the Chinese Government.

Third. That it will levy no higher harbor dues on vessels of another nationality frequenting any port in such "sphere" than shall be levied on vessels of its own nationality, and no higher railroad charges over lines built, controlled, or operated within its "sphere" on merchandise belonging to citizens or subjects of other nationalities transported through such "sphere" than shall be levied on similar merchandise belonging to its own nationals transported over equal distances.

The declaration of such principles by His Imperial Majesty would not only be of great benefit to foreign commerce in China, but would powerfully tend to remove dangerous sources of irritation and possible conflict between the various Powers; it would reestablish confidence and security; and would give great additional weight to the concerted representations which the treaty Powers may hereafter make to His Imperial Chinese Majesty in the interest of reform in Chinese administration so essential to the consolidation and integrity of that Empire, and which, it is believed, is a fundamental principle of the policy of His Majesty in Asia.

Germany has declared the port of Kiao-chao, which she holds in Shantung under a lease from China, a free port and has aided in the establishment there of a branch of the Imperial Chinese Maritime Customs. The Imperial German Minister for Foreign Affairs has also given assurances that American trade would not in any way be discriminated against or interfered with, as there is no intention to close the leased territory to foreign commerce within the area which Germany claims. These facts lead this Government to believe that the Imperial German Government will lend its cooperation and give its acceptance to the proposition above outlined, and which our Ambassador at Berlin is now instructed to submit to it.

That such a declaration will be favorably considered by Great Britain and Japan, the two other Powers most interested in the subject, there can be no doubt; the formal and oft-repeated declarations of the British and Japanese Governments in favor of the maintenance throughout China of freedom of trade for the whole world insure us, it is believed, the ready assent of these Powers to the declaration desired.

The acceptance by His Imperial Majesty of these principles must therefore inevitably lead to their recognition by all the other Powers interested, and you are instructed to submit them to the Emperor's Minister for Foreign Affairs and urge their immediate consideration.

A copy of this instruction is sent to our Ambassadors at London and Berlin for their confidential information, and copies of the instructions sent to them on this subject are enclosed herewith.

I have, etc., JOHN HAY.

(Enclosures: To London, September 6, 1899, No. 205. To Berlin, September 6, 1899, No. 927.)

COUNT MOURAVIEFF TO MR. TOWER.

No. 761.] MINISTÈRE DES AFFAIRES ETRANGÈRES,
PREMIER DÉPARTMENT,
Le 18 Décembre, 1899.

MONSIEUR L'AMBASSADEUR: J'ai eu l'honneur de recevoir la note de Votre Excellence en date du 8–20 Septembre a. c. relative aux principes que le Gouvernement des Etats-Unis désirerait voir adoptés en matière économique par les Puissances ayant des intérêts en Chine.

Pour ce qui est du territoire cédé à bail par la Chine à la Russie le Gouvernement Imperial a déjà manifesté sa ferme intention de pratiquer la politique de "la porte ouverte" en érigeant Dalny (Talien-wan), en port franc; et si à l'avenir ce dernier port, tout en continuant à rester franc, était séparé par une ligne de douanes du reste du territoire dont il s'agit, les taxes douanières seraient prélevées dans la zone soumise au tarif, sur toutes les marchandises étrangères sans distinction de nationalité.

Quant aux ports déjà ouverts, ou qui le seraient à l'avenir, par le Gouvernement Chinois, au commerce étranger et qui se trouvent en dehors du territoire cédé à bail à la Russie, le règlement des questions relatives aux taxes douanières appartient à la Chine elle-même, et le Gouvernement Imperial n'a nullement l'intention de réclamer pour ses nationaux à cet égard des privilèges quelconques à l'exclusion des autres étrangers. Il va de soi que cette assurance du Gouvernement Imperial a pour condition qu'une déclaration semblable serait faite par les autres Puissances ayant des intérêts en Chine.

Convaincu que cette réponse est de nature à satisfaire à la demande exprimée dans la note susmentionnée, le Gouvernement Imperial se félicite d'autant plus d'avoir été au devant des vœux du Gouvernement Américain, qu'il attache le plus grand prix à tout ce qui peut entretenir et consolider les relations amicales traditionnelles existant entre les deux pays.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

COMTE MOURAVIEFF.

[Translation.]

MINISTRY OF FOREIGN AFFAIRS,
December 18–30, 1899.

MR. AMBASSADOR: I had the honor to receive Your Excellency's note dated the 8th–20th of September last, relating to the principles which the Government of the United States would like to see adopted in commercial matters by the Powers which have interests in China.

In so far as the territory leased by China to Russia is concerned, the Imperial Government has already demonstrated its firm intention to follow the policy of "the open door" by creating Dalny (Ta-lien-wan) a free port; and if at some future time that port, although remaining free itself, should be separated by a customs limit from other portions of the territory in question, the customs duties would be levied, in the zone subject to the tariff, upon all foreign merchandise without distinction as to nationality.

As to the ports now opened or hereafter to be opened to foreign commerce by the Chinese Government, and which lie beyond the territory leased to Russia, the settlement of the question of customs duties belongs to China herself, and the Imperial Government has no intention whatever of claiming any privileges for its own subjects to the exclusion of other foreigners. It is to be understood, however, that this assurance of the Imperial Government is given upon condition that a similar declaration shall be made by other Powers having interests in China.

With the conviction that this reply is such as to satisfy the inquiry made in the aforementioned note, the Imperial Government is happy to have complied with the wishes of the American Government, especially as it attaches the highest value to anything that may strengthen and consolidate the traditional relations of friendship existing between the two countries.

I beg you to accept, etc.

COUNT MOURAVIEFF.

INSTRUCTION SENT *MUTATIS MUTANDIS* TO THE UNITED STATES AMBASSADORS AT LONDON, PARIS, BERLIN, ST. PETERSBURG, AND ROME, AND TO THE UNITED STATES MINISTER AT TOKYO.

DEPARTMENT OF STATE,
Washington, March 20, 1900.

SIR: The ——— Government having accepted the declaration suggested by the United States concerning foreign trade in China, the terms of which I transmitted to you in my instruction No. — of ———, and like action having been taken by all the various Powers having leased territory or so-called "spheres of interest" in the Chinese Empire, as shown by the notes which I herewith transmit to you,[a] you will please inform the Government to which you are accredited that the condition originally attached to its acceptance—that all other Powers concerned should likewise accept the proposals of the United States—having been complied with, this Government will therefore consider the assent given to it by ——— as final and definitive.

You will also transmit to the Minister for Foreign Affairs copies of the present enclosures, and by the same occasion convey to him the expression of the sincere gratification which the President feels at the successful termination of these negotiations, in which he sees proof of the friendly spirit which animates the various Powers interested in the untrammeled development of commerce and industry in the Chinese Empire, and a source of vast benefit to the whole commercial world.

I am, etc.,

JOHN HAY.

[a] All printed *ante*.

No. 29.

RUSSIA.

ARRANGEMENT BETWEEN TSENG CHI, TARTAR GENERAL OF MUKDEN AND ADMIRAL ALEXEIEFF, COMMANDER IN CHIEF OF KUANTUNG PENINSULA AND OF THE RUSSIAN NAVAL AND MILITARY FORCES IN THE PACIFIC.

SIGNED AT PORT ARTHUR, JANUARY 30, 1901.[a]

[Translation.]

1. All official residences in Mukden to be handed back to the Chinese officials who will act in accordance with the terms arranged.

2. Chinese officials to be allowed to go to their posts in all those towns taken by the Russians. They may establish police forces; in large places to the number of 500 men, in medium sized places 300 men, in others 200. These police may carry arms but must be provided with distinguishing badges stamped by the Russian and Chinese authorities.

3. Robbers and rebels taken by Russian police to be handed over to the local officials to be dealt with by Russian and Chinese law (*sic.*)

4. The Newchwang customs duties and likin to be collected temporarily by Russians and the Imperial commands awaited as to the application of such funds after a treaty has been signed between Russia and China. All other sources of revenue are to be under the control of the Tartar General.

5. The western roads of the province are at present disturbed and unsafe. Russian troops to be withdrawn from those parts so that traffic may be resumed. Newchwang being now closed by ice, the products of the southern roads, tobacco, hemp, beans and grain have no exit. The rail by Port Arthur can be used for their transport.

6. Russia may establish a Resident at Mukden and two Deputies for international business, who will transact such business in conjunction with the Chinese Deputies.

7. The duty of the Taotai of Newchwang is to control the customs. The Russian authorities are at present collecting the revenue of the Foreign Customs House. The Tartar General may order the Taotai to return and act in cooperation with them.

8. The disbanded Chinese troops for the most part took their weapons with them in their flight. The Russian military authorities

[a] The original Convention bears date November 11, 1900.

need not send to search them out. The Tartar General will despatch officials in all directions to find them and so obviate any alarm to the populace.

9. The Tartar General has no plenipotentiary powers. The result of the negotiations of Prince Ch'ing and Grand Secretary Li Hung-chang must be awaited. Russia is desirous of a lasting peace.

10. The Tartar General Tseng Chi is to remain for four years in office in this province to reorganize public affairs after the late disturbances.

No. 30.

FRANCE—RUSSIA.

THE FRANCO-RUSSIAN DECLARATION.[a]

MARCH 3 (16), 1902.

[Translation.]

The allied Governments of Russia and France have received a copy of the Anglo-Japanese Agreement of the 30th January 1902,[b] concluded with the object of maintaining the *status quo* and the general peace in the Far East, and preserving the independence of China and Korea, which are to remain open to the commerce and industry of all nations, and have been fully satisfied to find therein affirmed the fundamental principles which they have themselves, on several occasions, declared to form the basis of their policy, and which still remain so.

The two Governments consider that the observance of these principles is at the same time a guarantee of their special interests in the Far East. Nevertheless, being obliged themselves also to take into consideration the case in which either the aggressive action of third Powers, or the recurrence of disturbances in China, jeopardizing the integrity and free development of that Power, might become a menace to their own interests, the two allied Governments reserve to themselves the right to consult in that contingency as to the means to be adopted for securing those interests.

ST. PETERSBURG, *March 3 (16), 1902.*

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[a] British Parliamentary Blue Book—*China, No. 2 (1904)*, p. 37.

[b] See *supra*, p. 97.

CHINA.

III.

CHARTERS, CONTRACTS, CONCESSIONS FOR RAILWAYS, MINING, ETC., REGULATIONS CONCERNING SAME, AND OTHER DOCUMENTS.

ARRANGED CHRONOLOGICALLY.

No. 31.

CHARTER OF THE RUSSO-CHINESE BANK.[a]

DECEMBER 10, 1895.

(Extracts.)

The original bears the following inscription:

His Majesty the Emperor has deigned to sanction this Charter at Tsarskoe Selo on the 10th of December 1895.

(Signed) A. KOULOMSINE,

Manager of Affairs of the Committee of the Siberian Railway.

PART I.

ORGANIZATION AND CAPITAL OF THE BANK.

§ 1.

In virtue of the present Charter, a Joint-Stock Company is formed in order to found a Bank, for transacting commercial operations in the East-Asiatic countries, under the name of "Russo-Chinese Bank."

The Bank will transact the above operations through its branches, which will be opened in the above named countries, and through its agents.

The Board of Directors of the Bank (§ 27) and the Managing-Directors (§ 34) will be domiciled in St. Petersburg where a special Russian branch will be established in order to enable the Bank to place in Russia a part of its capital or funds temporarily unemployed; this branch will have the right to effect the transactions mentioned in Part II, § 14. * * *

§ 2.

The Board of Directors of the Bank has the right, in accordance with the decisions taken by the General Meetings of shareholders, which are held in St. Petersburg, and with the amortization of the Minister of Finance, to open branches in Russia and abroad where this may be necessary. The management and the transactions of each branch will be stipulated by the Board of Directors of the Bank with the approval of the General Meetings of shareholders on the exact

[a] From English version approved by the agent of the Russian Ministry of Finance in London, M. Routkowsky.

basis of the present Charter. The operations of the branches of the Bank are guaranteed by the entire paid up Capital of the Bank, its reserves as well as by all its other assets.

§ 3.

The Bank is founded for an unlimited period.

§ 4.

The capital of the Bank is fixed originally at six millions Gold Roubles. This capital, formed by the issue of 48,000 shares of 125 gold roubles each, may be later on increased by means of new issues of shares of the same nominal value (125 gold roubles) to be decided upon by the General Meeting of shareholders and with the authorization of the Minister of Finance.

Remark 1.—By the Capital of the Bank is understood the amount of money actually paid in.

Remark 2.—In compliance with the decision taken by General Meeting of shareholders on the 27th of June 1898 and with the authorization of the Minister of Finance, the capital of the Bank has been increased from the 1st of January 1899 by Rs. 2,250,000 through the issue of 12,000 additional shares of a nominal value of Rs. 187,50 each.

Remark 3.—In compliance with the decision taken by the General Meeting of shareholders on the 22nd of June 1902 and with the authorization of the Minister of Finance, the capital of the Bank has been increased by Rs. 3,750,000—through the issue of 20,000 additional shares of a nominal value of Rs. 187,50 each. * * *

PART II.

OPERATIONS OF THE BANK.

§ 14.

The object of the Russo-Chinese Bank is exclusively to develop the commercial relations with the East-Asiatic countries. The Bank will have the right to transact in these countries through its branches and with the authorization of the governments of the respective countries, the following operations:

1.) The discount and re-discount of bills of exchange and other commercial papers maturing within one year.

2.) The purchase and the sale, for its own account and for the account of private persons and commercial firms, of goods and stocks of every description, as shares, bonds, etc.

Remark.—The total amount of goods or securities not guaranteed by European States of prime order and purchased by the Bank for its own account, shall not exceed one quarter of the paid up capital of the Bank.

3.) The purchase and the sale, for its own account or on commission for account of third parties, of precious metals in bullion or coin, of drafts, of transfers and of credits of every kind.

4.) The opening of subscriptions for public loans and for issues of bonds and stocks.

5.) The forwarding by sea, river and land of goods and the acceptance of goods as collateral for advances made, the issue of warrants, in compliance with the conditions stated in 11 –b) section I of the present article.

6.) The acceptance of bills of exchange with or without guarantee, according to the rules specified in the remark to 11 –a) section I of the present article.

7.) The opening of accounts for the deposit of money for limited or unlimited time as well as of simple current accounts.

8.) The deposits and safe keeping of all kinds of securities and other valuables against a fixed commission.

9.) The issue of bank notes in Taels, Dollars, Pounds Sterling and in other currency of the country, for an amount not to exceed the paid up capital and the reserves of the Bank.

The said banknotes shall be issued to bearer and to be redeemed on demand by the Bank or by those of its branches which have issued same.

Remark.—The bank must always have in reserve, an amount in cash not less than one third of the amount of banknotes in circulation.

10.) The collection of duties in the Empire of China, and the transactions relating to the State treasury of the respective place, the coinage, with the authorization of the Chinese Government, of the country's money, the payment of the interest on loans, concluded by the Chinese Government, the acquisition of concessions for the construction of railways within the boundaries of China and the establishment of telegraph lines.

11.) The loans and the opening of credits for a term not exceeding one year;

a) against the deposit of Government securities and parts, shares and bonds of private corporations at a valuation not exceeding 90% of their market value.

Remark.—In special cases, the Bank shall have the right to open to its customers, credits without special guarantee, but upon condition that the total sum of such credits shall not exceed one half of the capital (actually paid in) and of the reserve capital of the Bank, and that

the opened credits shall not exceed a period of 4 months, at the expiration of which the Bank must, if the advances made are not refunded or guaranteed by collateral in conformity with the present Charter begin proceedings against the debtors to enforce payment. The members of the Board or the managers of the branches of the Bank, to whom the Board of Directors shall have given the right in question, are responsible for the adoption of measures to carry this into effect.

The Board has the right to extend in certain cases the said credits without special guarantee, for a term not exceeding one year. The rules, under which these extensions shall be granted, have to be submitted to the approval of the Minister of Finance of Russia.

b) against bills of lading, warrants, receipts of forwarding companies, of railroad companies and of steamship societies, for goods not perishable or subject to easy depreciation, up to an amount not exceeding 80% of the value of these goods, upon condition that they should be insured for at least 10% above the amount of the loan and for a term exceeding at least one month the term of the loan, and on condition that the policies will be deposited with the Bank.

Remark.—Advances against tea can be made up to 90% of its value.

c) against deposit of precious metals not above their market value.

d) against deposits of goods, not perishable or subject to easy depreciation, to an amount not exceeding 80% of their value, upon condition that they be stored in fireproof and perfectly safe warehouses, that they be insured against fire for at least 10% above the amount of the loan demanded and for a period exceeding at least one month the term of the loan, that the policies be deposited with the Bank and that the rent of the warehouse be paid for a term which shall exceed by at least one month the period of the loan against the goods.

12) The insurance of goods against fire and accidents.

13) The purchase and the sale of real estate for account of third parties.

Remark.—The purchase and sale of real estate in China are only allowed in the places open to foreign trade.

14) Every other credit-operation not mentioned in the preceding sections of the present article and in conformity with the customs and laws of the respective countries but only upon unanimous decision of the Board of Directors with the approval of the Minister of Finance of Russia. * * *

PART IX.

GENERAL PROVISIONS.

§ 66.

All misunderstandings, arising in the interpretation of the present Charter, shall be finally decided by the Minister of Finance, after hearing the report thereon of the Board of Directors.

§ 67.

In all cases not provided for in the present Charter, the Bank shall act in accordance with the Russian laws now in force, or to be enacted, concerning joint-stock companies.

§ 68.

The Branches and agencies of the Bank situated in Asia are placed under the protection of the representatives of the Russian Government and submitted to the consular jurisdiction in the countries where this jurisdiction exists by virtue of treaties

No. 32.

RUSSIA.

AGREEMENT BETWEEN THE CHINESE GOVERNMENT AND THE RUSSO-CHINESE BANK FOR THE CONSTRUCTION AND MANAGEMENT OF THE CHINESE EASTERN RAILWAY.

IMPERIAL SANCTION RECEIVED BY THE CHINESE ENVOY TO RUSSIA Hsü, DATED 29. AUGUST 1896.

AGREEMENT SIGNED SEPTEMBER 8, 1896.

[Translation from Chinese text.]

Formation of Company; duties of Director.

1. China and Russia establish a Company to be called the Chinese Eastern Railway Co. to construct and manage this Railway. The Seal to be used by the Company will be issued by the Chinese Government. The regulations of the Company will be in conformity with those of Russian Railway Companies. Shares may only be bought by Chinese and Russians. The Director of the Company will be appointed by China. His remuneration will be provided for by the Company. He may live in Peking. His duty will be to supervise the task delegated to the Company by China, and to ascertain whether its obligations are faithfully performed. All business between the Company and the Chinese Government or any Chinese officials, either in Peking or the provinces, will also be managed by the Director. The Director will also investigate from time to time the accounts of the Company with the Chinese Government. An agent must be stationed in Peking for convenience of consultation.

Survey of route of line.

2. For the purpose of surveying the course of the railway, the Chinese Director will depute an officer to act in conjunction with the Company's Engineer and the local officials along the line of route, who will arrange matters satisfactorily. Measures must be taken to pass round all houses, graves, villages, and towns on the course of the railway.

Time for commencing and completing construction.

3. Within twelve months of the issue of an Imperial Edict sanctioning this agreement, the Company must have commenced work on the railway; and within six years from the date of the completion of the survey for the line and the handing over to the Company of the necessary land, the whole line must be completed. The guage of the line must be that of the Russian Railway i. e. 5 Russian feet equivalent to 42⅛ Chinese inches.

4. The Chinese Government will order all local officials concerned to do their utmost to assist the Company in regard to all material required for the construction of the railway, in engaging labourers and boats, carts, men and horses for transport purposes, and in the purchase of grain and fodder. All these must be paid for by the Company at market rates. The Chinese Government will also afford facilities for transport.

Local officials to assist.

5. The Chinese Government will take measures for the protection of the line and of the men employed thereon. The staff, Chinese and Foreign, necessary for the line will be engaged as required by the Company. All crimes and lawsuits arising on the land of the Company will be dealt with by the local officials in accordance with Treaty.

Staff. Protection, jurisdiction on leased land.

6. As regards the land required by the Company for constructing, managing, and protecting the line and adjacent land, for procuring sand, earth, stones and lime, if the land be Government land, it will be given the Company without payment. If privately owned, the Company will provide funds for payment to the proprietors at market rates, either in one payment or as yearly rent. All the Company's land will be exempted from land tax. As soon as the land comes under the management of the Company, they may erect thereon any buildings and carry on all kinds of work, they may establish a telegraph line thereon worked by the Company for the Company's use. With the exception of mines, for which special arrangements must be made, all receipts of the Company for transport of passengers and freight, telegrams, etc., will be exempt from all taxation.

Land required, how obtained.

7. All materials required by the Company for the construction and repair of the line will be exempt from taxation.

Materials free of duty.

8. All Russian troops, naval or military, and munitions of war, moved by the Russian Government by this railway, must be conveyed by the Company directly across the border. Apart from slight detentions en route incidental to transfers, no other delays will be permitted for any cause.

Conveyance of Russian troops, etc.

9. Any foreign passengers by this line who may proceed into the interior away from the railway, must be provided with Chinese passports authorising them to proceed. Any person unprovided with such passports must be forbidden by the Company to proceed into the interior.

Passports.

NOTE.—At the time this article was arranged it was noticed that the French text had after the word "repair" the word "management." The Commissioner of Customs Grote remarked to the Grand Secretary Li that "repair" and "management" were synonymous, and the word "management" appearing in the original French was omitted. There was however no intention of altering the original meaning, and this explanation is therefore added.

10. All goods and baggage coming from Russian territory and again entering Russian territory by this line will be exempt from taxation, but such goods and baggage, with the exception of personal luggage with passengers, must be carried by the Company in special vans and sealed by the Customs officers on entering Chinese territory, and on leaving Chinese territory they must be examined by the Customs officers to ascertain that the seals are intact, in which case they will be allowed to pass. If it be found that the seals have been opened en route the goods will be confiscated.

Taxation of goods carried.

As to goods conveyed by this line from Russia to China or from China to Russia, they will pay duty according to the Treaty Tariff i. e. an Import or Export duty as the case may be, but subject to a reduction of ⅓ of the Tariff rate. If such goods be conveyed to the interior they must pay Transit duty in addition i. e. half the amount of the duty already paid. Transit duty being paid, they are not to be taxed again on passing Customs stations or likin barriers. But if Transit duty be not paid, they must pay duty at stations and at likin barriers.

Duty on goods exported or imported over line.

China must establish Customs stations at the two points where the line crosses the frontier.

Customs stations.

11. Fares for passengers, freight for goods, and charges for loading or unloading will be fixed by the Company. Chinese Government despatches and letters must be carried by the Company free of cost. Chinese troops and munitions of war will be carried at half rates.

Fares and freights. Chinese troops and munitions carried at half rates.

12. From the day of completion of the railway and the commencement of traffic, for a period of 80 years, all profit made by the line shall belong to the Company solely. Any loss must likewise be borne by it, the Chinese Government cannot be responsible. After 80 years the line and all its property are to revert to the Chinese Government without payment.

Reversion of line to China after 80 years.

Thirty six years after commencement of traffic, China may take over the line on payment of the following & all capital and all moneys owed on account of the line and interest. As to profits made by the Company, should there be any not distributed to shareholders, these must be taken to be capital returned and deducted from the price paid for the line. China must actually pay over the amount of purchase to Russia before receiving possession of the line.

Purchase of line after 36 years.

On the day the line is completed and traffic commenced the Company will pay the Chinese Government *Five million* Treasury taels.

No. 33.

RUSSIA.

STATUTES OF THE CHINESE EASTERN RAILWAY COMPANY.[a]

ST. PETERSBURG, DECEMBER 4/16, 1896.

[Translation.]

The Minister of Finances presented on the 8/20th December, 1896, to the Ruling Senate for publication a copy of the Statutes of the Chinese Eastern Railway Company, which were Imperially confirmed on the 4/16th December, 1896.

STATUTES OF THE CHINESE EASTERN RAILWAY COMPANY.

FORMATION OF THE COMPANY.

§1. On the strength of the Agreement concluded on the 27th August/8th September, 1896, by the Imperial Chinese Government with the Russo-Chinese Bank, a Company is formed under the name of the "Eastern Chinese Railway Company" for the construction and working of a railway within the confines of China from one of the points on the western borders of the Provinces of Hei-Lun-Tsian, to one of the points on the eastern borders of the Province of Ghirin and for the connection of this railway with those branches which the Imperial Russian Government will construct to the Chinese frontier from Trans-Baikalia and the southern Ussuri lines.[b]

The formation of the Company shall be undertaken by the Russo-Chinese Bank.

With the formation of the Company all rights and obligations are transferred to it in regard to the construction and working of the line ceded in virtue of the above-named Agreement of the 27th August/8th September, 1896.

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[a] "*British and Foreign State Papers*," Vol. LXXXVIII, p. 773, and *Official Gazette* ("*Bulletin des Lois*") of the 11th/23rd December, 1896, No. 137.

[b] *Observation.*—The Company is empowered, subject to the sanction of the Chinese Government, to exploit, in connection with the railway or independently of it, coal mines, as also to exploit in China other enterprises—mining, industrial, and commercial. For the working of these enterprises which may be independent of the railway, the Company shall keep accounts separate from those of the railway.

The Company shall be recognized as formed on the presentation to the Minister of Finances of a warrant of the State Bank certifying the payment of the first instalment on the shares. In any case such payment must be made not later than two months from the day of confirmation of the present Statutes.

The succeeding instalments on the shares shall be paid in such orders of gradation that the shares shall be fully paid up at their nominal value not later than one year from the day of formation of the Company.

Owners of shares of the Company may only be Russian and Chinese subjects.

TERM OF CONCESSION.

§2. In virtue of the Agreement with the Chinese Government, the Company shall retain possession of Chinese Eastern Railway during the course of eighty years from the day of the opening of traffic along the whole line.

OBLIGATION TOWARDS THE RUSSIAN GOVERNMENT.

§3. In recognition that the enterprise of the Chinese Eastern Railway will be realized only owing to the guarantee given by the Russian Government in regard to the revenue of the line for covering working expenses as well as for effecting the obligatory payments on the bonds (§§11, 16), the Company, on its part, binds itself to the Russian Government during the whole term of the Concession under the following obligations:—

(*a*) The Chinese Eastern Railway with all its appurtenances and rolling-stock must be always maintained in full order for satisfying all the requirements of the service of the line, in regard to the safety, comfort, and uninterrupted conveyance of passengers and goods;

(*b*) The traffic on the Chinese Eastern line must be maintained con formably with the degree of traffic on the Russian railway lines adjoining the Chinese line;

(*c*) The trains of all descriptions running between the Russian Trans-Baikal and Ussuri lines shall be received by the Chinese Eastern Railway and dispatched to their destination in full complement without delay;

(*d*) All through trains, both passenger and goods, shall be dispatched by the Eastern Chinese Railway at rates of speed not lower than those which shall be adopted on the Siberian Railway;

(*e*) The Chinese Eastern Railway is bound to establish and maintain a telegraph along the whole extent of the line and to connect it with the telegraph-wire of the Russian adjoining railways, and to receive and dispatch without delay through telegrams sent from one frontier station of the line to another, as also telegrams sent from Russia to China, and conversely;

(*f*) Should, with the development of traffic on the Chinese Eastern Railway, its technical organization prove insufficient for satisfying the requirements of a regular and uninterrupted passenger and goods traffic, the Chinese Eastern Railway shall immediately, on receipt of a notification on the part of the Russian railways to augment its capacity to a corresponding degree, adopt the necessary measures for further developing its technical organization and the traffic on it. In the event of a difference of opinion arising between the above-mentioned railways, the Chinese Eastern Railway shall submit to the decision of the Russian Minister of Finances. If the means at the command of the Chinese Eastern Railway prove insufficient for carrying out the necessary work of its development, the Board of Management of the railway may at all times apply to the Russian Minister of Finances for pecuniary assistance on the part of the Russian Government;

(*g*) For all transit conveyance of passengers and goods, as also for the transmission of telegrams there will be established by agreement of the Company with the Russian Government for the whole term of duration of the Concession (§ 2), maximum tariffs, which cannot be raised without the consent of the Russian Government during the whole term above referred to. Within these limits the tariffs of direct communication both for railway carriage and telegrams will be fixed by the Board of Management of the Company on the strength of a mutual agreement with the Russian Minister of Finances;

(*h*) The Russian letter and parcels post, as also the officials accompanying the same, shall be carried by the Chinese Eastern Railway free of charge.

For this purpose the company shall set apart in each ordinary passenger train a carriage compartment of 3 fathoms in length. The Russian postal authorities may, moreover, if they deem it necessary, place on the line postal carriages, constructed by them at their own cost; and the repair, maintenance (interior fittings excepted) as well as the running of such carriages with the trains shall be free of charge and at the cost of the railway.

The above-mentioned engagements, by which, as already stated, the grant of a guarantee by the Russian Government is conditioned and the consequent realization of the enterprise of the Chinese Eastern Railway, shall be binding on the railway until the same, after the expiration of the eighty years' term of the Concession, shall without payment become the property of the Chinese Government (§ 29). The redemption of the line from the Company before the above-mentioned term in accordance with § 30 of the present Statutes shall not in any way diminish the effect of the above specified engagements, and these latter, together with the railway, shall be transferred to its new proprietor.

In the same manner during the course of the whole eighty years term of the Concession (§ 2) the following privileges granted to the railway by the Imperial Chinese Government shall remain in force:—

(*a*) Passengers' luggage, as also goods, carried in transit from one Russian station shall not be liable to any Chinese customs duties, and shall be exempt from all internal Chinese dues and taxes;

(*b*) The rates for the carriage of passengers and goods, for telegrams, &c., shall be free from all Chinese taxes and dues;

(*c*) Goods imported from Russia into China by rail and exported from China to Russia in the same manner shall pay respectively an import or export Chinese duty to the extent of one-third less as compared with the duty imposed at Chinese seaport custom-houses.

(*d*) If goods imported by the railway are destined for conveyance inland they shall in such case be subject to payment of transit duty to the extent of one-half of the import duty levied on them, and they shall then be exempted from any additional imposts. Goods which shall not have paid transit duty shall be liable to payment of all established internal barrier and likin dues.

IMMUNITIES OF THE COMPANY IN REGARD TO RUSSIAN CUSTOMS DUES.

§ 4. In regard to the place of acquisition of materials for the requirements of the railway, the Company shall not be liable to any limitations.

If materials be obtained beyond the confines of Russia, they shall, on importation through Russian territory, be freed from payment of Russian customs duties.

TECHNICAL CONDITIONS; PERIODS OF TIME FOR THE COMMENCEMENT AND TERMINATION OF THE WORK.

§ 5. The breadth of the railway track must be the same as that of the Russian lines (5 feet).

The Company must commence the work not later than the 16th August, 1897, and conduct it in such a manner that the whole line shall be completed not later than six years from the time when the direction of the line shall be finally determined and the necessary land assigned to the Company.

When tracing the line of the railway, cemeteries and graves, as also towns and villages, must as far as possible, be left aside of the railway.

When effecting the connection, in accordance with § 1 of these Statutes, of the Chinese Eastern Railway with the Russian Trans-Baikal and South Ussuri lines the Company shall have the right, with a view of reduction of expenditure, of abstaining from building its own frontier stations and of utilizing the frontier stations of the above-named Russian lines. The conditions on which they shall be utilized shall be determined by agreement of the Board of the Company with the Boards of the respective railways.

TARIFFS.

§ 6. The tariffs for the carriage of passengers and goods, as also for supplementary carriage rates, shall be determined by the Company itself, within the limits indicated in § 3.

ORDER OF EXAMINATION OF LEGAL SUITS, AND THE ESTABLISHMENT OF RULES FOR RAILWAY CONVEYANCE.

§ 7. Offences, litigation, &c., on the territory of the Chinese Eastern Railway shall be dealt with by local authorities, Chinese and Russian, on the basis of existing Treaties.

In regard to the carriage of passengers and goods, the responsibility for such conveyance, the lapse of time for claims, the order of recovering money from the railway when adjudged, and the relations of the railway to the public shall be defined in rules drawn up by the Company and established before the opening of the railway traffic; these rules shall be framed in accordance with those existing on Russian railways.

MAINTENANCE OF SECURITY AND ORDER ON THE RAILWAY.

§ 8. The Chinese Government has undertaken[a] to adopt measures for securing the safety of the railway and of all employed on it against any extraneous attacks.

The preservation of law and order on the lands assigned to the railway and its appurtenances shall be confided to police agents appointed by the Company.

The Company shall for this purpose draw up and establish police regulations.

FOUNDATION CAPITAL OF THE COMPANY.

§ 9. The whole amount of the capital of the Company shall be determined according to the cost of construction calculated on the basis of estimates framed when the survey of the line was carried out. The foundation capital shall be charged with—

(*a*) The payment of interest and amortization of the foundation capital during the construction of the railway;

(*b*) The purchase from the Russian Government of the results of the surveys of the direction of the railway to Manchuria, which were made by Russian engineers, the sum payable for these surveys being determined by agreement of the Russian Minister of Finances with the Company.

The capital of the Company shall be formed by the issue of shares and bonds.

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[a] See *supra*, p. 213, par. 5.

SHARE CAPITAL.

§ 10. The share capital of the Company shall be fixed at 5,000,000 nominal credit roubles, and divided into 1,000 shares at 5,000 nominal credit roubles.

The shares are to be issued at their nominal value.

The guarantee of the Russian Government does not extend to them.

BOND CAPITAL; GUARANTEE OF RUSSIAN GOVERNMENT ON BONDS.

§ 11. The remaining portion of the capital of the Company will be formed by the issue of bonds. The bonds will be issued as required, and each time with the special sanction of the Minister of Finances. The nominal amount and value of each separate issue of bonds, the time and condition of the issue, as also the form of these bonds, shall be subject to the sanction of the Minister of Finances.

The Russian Government will guarantee the interest on and amortization of the bonds.

For the realization of these bonds the Company must have recourse to the Russo-Chinese Bank, but the Russian Government reserves to itself the right of appropriating the bond loan at a price which shall be determined between the Company and the Bank, and to pay to the Company the agreed amount in ready money.

GUARANTEE OF REALIZED BOND CAPITAL.

§ 12. As payments are received for bonds guaranteed by the Russian Government, the Company shall be bound to keep such sums, or interest bearing securities purchased with the same by permission of the Russian Minister of Finances, under the special supervision of the Russian Ministry of Finances.

Out of the above receipts the Company shall have the right to make the following payments:—

(*a*) According to actual fulfillment of the work in progress, and execution of orders, and at the time when various expenditure shall become necessary, such payments to be made on the scale and on the conditions specified in the working estimates;

(*b*) During the construction of the line, of interest, as it becomes due, on the bonds issued by the Company, subject to the conditions of their issue, and the Company shall pay the sums necessary for the above purpose within the limits of the amount realized by it in the issue of its bonds.

SHARES.

§ 13. On the payment of the first allotment on the shares, the founders shall receive temporary certificates on which subsequently, when the Board of Management of the Company shall have been

formed, the receipt of the further instalments on the shares will be inscribed.

When the shares shall be fully paid up the temporary certificates issued to the founders shall be replaced by shares.

The shares of the Company are issued to bearer, under the signature of not fewer than three members of the Board of Management. To the shares will be attached a coupon sheet for the receipt once yearly under them of any dividend that may be payable.

On the coupon sheets becoming exhausted new sheets will be issued.

A dividend on the shares out of the net profits of any year, supposing such accrue, shall be payable on the adoption by the general meeting of shareholders of the Annual Report for that year, and the dividend shall be payable at the offices of the Company, or at such places which it may indicate.

The Company shall notify for general information in the "Official Gazette" and in the "Finance Messenger," as also in one of the Chinese newspapers, the amount and place of payment of the dividend.

RESERVE CAPITAL.

§ 14. The reserve capital is destined—

(*a*) For the capital repair of the railway, its buildings and appurtenances;

(*b*) For defraying extraordinary expenditure of the Company in repairing the railway and its appurtenances.

The reserve capital of the Company is formed out of annual sums put aside from the net profits of the working of the railway (§ 17).

The reserve capital must be kept in Russian State interest bearing securities, or in railway bonds guaranteed by the Russian Government.

At the expiration of the term of possession of the railway by the Company the reserve capital shall be first of all employed in the payment of the debts of the Company, including among them sums due to the Russian Government, if such exist; after the debts of the Company shall have been paid, the remainder of the reserve capital shall be divided among the shareholders. In the event of the redemption of the railway by the Chinese Government the reserve capital becomes the property of the shareholders.

NET REVENUE.

§ 15. The net revenue of the Company shall be the remainder of the gross receipts, after deduction of working expenses.

Under these expenses are classed:—

(*a*) General outlays, including assignments towards pension and relief funds, if such be established on the line;

(*b*) Maintenance of the Staff of the Board of Management, and of all the services; as also the maintenance of employés and labourers not on the permanent list;

(*c*) Outlays for materials and articles used for the railways, as also expenditure in the shape of remuneration for the use of buildings, rolling-stock, and other various requisites, for the purposes of the railway;

(*d*) Outlays for the maintenance, repair and renewal of the permanent way, works of construction, buildings, rolling-stock, and other appurtenances of the railway;

(*e*) Expenditure connected with the adoption of the measures and instructions of the Board of Management for insuring the safety and regularity of the railway service;

(*f*) Expenditure for the improvement and development of the railway, as also for creating and developing its resources.

ADDITIONAL PAYMENTS BY THE RUSSIAN GOVERNMENT UNDER THE GUARANTEE, AND THE ORDER OF SETTLEMENT OF ACCOUNTS BETWEEN THE COMPANY AND THE RUSSIAN GOVERNMENT IN RESPECT OF THESE ADDITIONAL PAYMENTS.

§ 16. Should the gross receipts of the railway prove insufficient for defraying the working expenses and for meeting the yearly payments due on the bonds, the Company will receive the deficient sum from the Russian Government through the Russian Minister of Finances. The payments referred to will be made to the Company as advances, at a rate of interest of 6 per cent. per annum. Sums paid in excess to the Company in consequence of its demands and on account of the guarantee will be deducted from succeeding money payments.

On the presentation to the general meeting of shareholders of the annual report of the working of the railway for a given year the Company shall at the same time submit to the general meeting, for confirmation, a detailed statement of the sums owing by the Company to the Russian Government, with the interest that has accrued thereon. On the confirmation of this statement by the general meeting, the Board of Management shall deliver to the Russian Government an acknowledgment of the Company's debt, to the full determined amount of the same, and this acknowledgment, until its substitution by another, shall bear annually interest at the rate of 6 per cent.

The acknowledgment above mentioned given by the Board of Management to the Russian Government shall not be subject to bill or deed stamp tax.

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Subjects of minor importance are dealt with in the following sections:—

§ 17. Distribution of net profits of the railway.

§ 18. Functions of Board of Management, the seals of which will be at Peking and St. Petersburg.

§ 19. Constitution of the Board, which is to consist of nine members elected by the shareholders. The Chairman is to be appointed by the Chinese Government; the Vice-Chairman is to be chosen by the members of the Board from among themselves.

§ 20. Order of transaction of the business of the Board.

§ 21. General meetings of shareholders and the subjects that shall come under their notice.

§ 22. Order of convening general meetings.

§ 23. Conditions under which general meetings shall be recognized as legally held.

§ 24. Participation of shareholders in proceedings of general meetings.

§ 25. Local management of works of construction.

§ 26. Local management of railway when in working order.

§ 27. Questions to be submitted for confirmation by Russian Minister of Finances.

§ 28. Committee of audit.

GRATUITOUS ENTRANCE INTO POSSESSION OF RAILWAY BY CHINESE GOVERNMENT.

§ 29. In accordance with the Agreement concluded with the Chinese Government, the latter, after the expiration of eighty years of possession of the railway by the Company, enters into possession of it and its appurtenances. [a]

The reserve and other funds belonging to the Company shall be employed in paying the money due to the Russian Government under the guarantee (§ 16) and in satisfaction of other debts of the Company, and the remainder shall be distributed among the shareholders.

Any money that may remain owing by the Company to the Russian Government at the expiration of eighty years in respect of the guarantee shall be written off.

The Russo-Chinese Bank will incur no responsibility in respect of the same.

RIGHT OF THE CHINESE GOVERNMENT TO ACQUIRE THE RAILWAY ON THE EXPIRATION OF THIRTY-SIX YEARS.

§ 30. In accordance with the agreement concluded with the Chinese Government, on the expiration of thirty-six years from the time of completion of the whole line and its opening for traffic, the Chinese Government has the right of acquiring the line, on refunding to the

[a] See *supra*, p. 214, par. 12.

Company in full all the outlays made on it, and on payment for everything done for the requirements of the railway, such payments to be made with accrued interest.[a]

It follows as a matter of course that the portion of the share capital which has been amortized by drawing and the part of the debt owing to the Russian Government under the guarantee and repaid out of the net profits (§ 17) will not constitute part of the purchase money.

In no case can the Chinese Government enter into possession of the railway before it has lodged in the Russian State Bank the necessary purchase money.

The purchase money lodged by the Chinese Government shall be employed in paying the debt of the Company under its bonds and all sums, with interest, owing to the Russian Government, the remainder of the money being then at the disposal of the shareholders.

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[a] See *supra*, p. 214, par. 12.2.

No. 34.

BELGIUM.

PEKING-HANKOW (LU-HAN) RAILWAY CONTRACTS.

MAY 27, 1897–JULY 21, 1897.

[Translation.]

I.

LOAN FOR THE RAILWAY FROM LU-KOU-CHIAO TO HAN-KOW.

(Provisional) contract between the Chinese Railway Company and the Société financière et industrielle belge en Chine, the following has been agreed upon:

ARTICLE 1.

The Chinese Government has granted a concession for the railway line from Lu-kou-chiao, near the city of Peking, to Han-kow, to the Chinese Railway Company which has already a capital of thirteen millions of taels.

The said Company is authorized by the Imperial Government to negotiate a loan of four million five hundred thousand pounds sterling to be applied solely to the building and working of the line from Lu-kou-chiao to Han-kow; the provisions hereafter set forth must be observed by the Chinese Railway Company as well as by the Société financière et industrielle belge en Chine.

ARTICLE 2.

Said loan, of a nominal value of four million five hundred thousand pounds sterling, with ten per cent discount, or a real value of four million fifty thousand pounds sterling, is agreed to by the Société financière et industrielle belge en Chine. It will be paid in four installments of one million twelve thousand five hundred pounds sterling, representing the real value, and at the following dates:

First payment: January 3, 1898,

Second payment: July 3, 1898,

Third payment: January 3, 1899,

Fourth payment: July 3, 1899.

These payments will be made into a Belgian bank of Brussels, chosen by the Chinese Railway Company which is at liberty to transfer this sum as it sees fit.

ARTICLE 3.

The loan agreed to by the Société financière et industrielle belge en Chine, shall bear annual interest of four per cent. Said interest shall be paid in January and July of each year.

ARTICLE 4.

The Chinese Railway Company agrees to reimburse the loan provided for in the present convention, after the first ten years, in twenty annuities of two hundred and twenty-five thousand pounds sterling, payable yearly after January 3, 1909.

The payment of interest and annuities will be made in China, into a bank designated by the Société financière et industrielle belge en Chine, and in conformity with the table of amortization annexed to the present convention.

ARTICLE 5.

With the authorization of the Imperial Chinese Government, the payment of interest and the refunding of the loan will be guaranteed by the railway line from Lu-kou-chiao to Han-kow as also by all the property and material connected therewith.

It is understood that the guarantees given for the loan provided for in the present convention, are reserved for the subscribers to the present loan and that the guarantees given for subsequent loans can nowise prejudice that now granted the Société financière et industrielle belge en Chine.

ARTICLE 6.

Except in case of force major, the work of building must be finished and the railway from Lu-kou-chiao to Han-kow put in operation before the expiration of five years, that is to say of 1903.

ARTICLE 7.

The contracting parties may not invoke a state of war existing in any part of the world not to keep their engagements. If said state of war should exist in China, the Belgian staff shall remain in the employ of the Chinese Railway Company, unless its assistance is asked for by the Imperial Chinese Government.

ARTICLE 8.

The Société financière et industrielle belge en Chine, shall choose an experienced, reliable and honest engineer to represent it and who shall be charged with controlling the technical work; he shall, furthermore, be charged with drawing up plans and carrying them out under

the exclusive authority of the General Director of the Chinese Railway Company, under whose direct orders he shall be. This Controlling Engineer will be under the absolute direction of the General Director of the Chinese Railway Company. The Chinese Railway Company reserves all rights of management of the railway. It will be responsible until the expiring of the present contract for the salary of this Controlling Engineer as fixed upon in agreement with the Société financière et industrielle belge en Chine.

ARTICLE 9.

The foreign staff needed by the Chinese Railway Company for building and operating the line, during the life of the present contract, shall be chosen and presented by the technical Controlling Engineer representing the Société financière et industrielle belge en Chine; it will be appointed by decision of the Director General of the Chinese Railway Company. The Chinese Railway Company is at liberty to settle for itself as regard its foreign staff, the form of engagement to be used, adopting long or short term contracts.

All the staff employed by the Chinese Railway Company and attached to the working of the line, with the exception of the Controlling Engineer, will be required to obey the Chinese delegates of the Director General of the Company and work harmoniously with all the Chinese and foreign staff of other nationalities, chosen and appointed by the Director General to any position, and this in the interest of the Railway Company.

If disputes arise between European and Chinese Agents, they shall be impartially settled by the Director General, aided by the representative of the Belgian Company.

The Director General of Chinese Railways shall always be at liberty to designate foreigners of whatever nationality to inspect the works under way; the Belgian Company shall never have the right to prevent it.

Nevertheless, the duty of the persons so designated shall only consist in inspecting works and they shall never have the right to give orders to the staff employed in building and working the line. Such persons may likewise make reports to the Director General of Chinese Railways on the results of their inspections.

The staff employed in building and operating shall furnish all necessary facilities to foreigners entrusted with an inspection, and that in the interest of the Chinese Railway Company.

ARTICLE 10.

In case one of the foreign employés referred to in articles 8 and 9, irrespective of duties, should through carelessness, incapacity, disobedience of the orders of the Director General, insubordination,

drunkenness, or bad conduct, be held to be unfit for the service, the Director General shall have the right to cancel the contract and the dismissed agent shall leave at once the service of the Chinese Railway Company.

ARTICLE 11.

The materials necessary for the Chinese Railway Company, exclusive of all that can be manufactured in China or of that that can be manufactured there later on, shall be bought abroad.

The Director General shall decide, in consultation with the Controlling Engineer, the amount of materials to ask bids on; said quantity, however, shall never exceed fifty per cent of that required.

The award shall be made without any special favor for the Société financière et industrielle belge en Chine. If this Company agrees to furnish at perfect equality of conditions as to quality, price and carriage with those secured by the Chinese Railway Company, the Belgian Company shall have the furnishing of said materials; but if said Company is unable to supply under the above-mentioned conditions, the Chinese Railway Company will make its purchase where it likes; the Belgian Company shall in no way prevent it so doing.

As to the materials which cannot be divided in accordance with paragraph 2 of the present article (50 p. c. maximum asked for), if the Belgian Company agrees to furnish at perfect equality of conditions as to quality, price and carriage with those secured by the Chinese Railway Company, the furnishing shall be granted the Belgian Company; in the contrary case, the Chinese Railway Company will buy where it chooses; the Belgian Company shall in no way prevent it so doing.

The Chinese Railway Company reserves to itself the right to use all means it may deem good to inform itself as to the best prices for supplying all its materials, without the Belgian Company interfering in any way with its inquiries.

ARTICLE 12.

As a premium, the Chinese Railway Company will pay the Belgian Company a sum of five per cent. on the net value, less the cost of transportation, insurance, etc., on all materials bought abroad. The materials for the branch from Lu-kou-chiao to Paoting is not subject to the premium provided for in the present article because nearly the whole amount of said materials has already been bought.

ARTICLE 13.

The taking over of material bought in Belgium will be in the factories making it and by a commission consisting of a delegate of the Chinese Railway Company and of a delegate of the Société

financière et industrielle belge en Chine; in case of disagreement, these two delegates shall choose an umpire to decide the question. The expenses of the delegates shall be borne by the Company designating them. The expenses of the umpire shall be borne by the losing party.

ARTICLE 14.

The Société financière et industrielle belge en Chine and its chosen agent, shall deal with no other persons or accept any other authority than the Chinese Railway Company. The latter, on its side, shall only recognize the Société financière et industrielle belge en Chine, established at Brussels, in 1897, to the exclusion of every other company.

During the life of the present contract, the Belgian Company shall in no wise be managed by manufacturers or subjects of other countries, and the Belgian Company shall not be at liberty to transfer this contract to any other country, nor to the subjects of another country.

ARTICLE 15.

If the provisions set forth in the present convention are regularly adhered to by the Chinese Railway Company, the Société financière et industrielle belge en Chine agrees, in case of necessity, to study means, in conjunction with the said Company, to secure to it special facilities for extending the terms of paying off the annuities and interest.

In case extensions are granted, the amounts which should have been refunded shall bear the same interest as that provided for the loan in the present convention.

If the Chinese Railway Company wishes to refund the whole loan before the date on which it falls due, it will be at liberty to do so and the interest will cease from the day of such refunding, and the contract shall be declared void from that day.

ARTICLE 16.

All the above provisions are agreed upon in the provisional contract made this day; this provisional convention is signed by the Director General of the Chinese Railway Company on the one part, and stamped with his seal, and, on the other part, by the two representatives of the Société financière et industrielle belge en Chine, and viséed for authentication by the Consul of Belgium at Han-kow.

Within two months from the date of signing of the provisional contract, the Chinese Railway Company and the Société financière et industrielle belge en Chine, will sign again so as to confirm the provisional contract which shall then become final.

These formalities complied with, the contract shall receive the seals of Their Excellencies the Viceroys of Pechihli and of Hu-Kwang, and also that of H. Ex. the Minister of Belgium, at Peking.

ARTICLE 17.

The present contract has been drawn up in the French and Chinese languages; when necessity arises for consulting the contract, the two texts, absolutely identical, shall both be authoritative.

Done at Wuchang, the 27 of the month of May, 1897.

The Chinese Railway Company being represented by H. Ex. Sheng-Hsuan-Huai, its Director General.

The Société financière et industrielle belge en Chine being represented by MM. Masy and Rizzardi.

II.

ADDITIONAL PROTOCOL TO THE CONTRACT RELATING TO THE LOAN FOR FOUR MILLION FIVE HUNDRED THOUSAND POUNDS STERLING FOR THE RAILWAY FROM HAN-KOW TO LU-KOU-CHIAO.

A provisional contract was made, at Wuchang, the twenty-seventh day of the month of May one thousand eight hundred and ninety seven (twenty-sixth day, fourth month, twenty-third year of the present reign) relating to the loan for the railway from Lu-kou-chiao to Han-kow.

Between

The General Company of Chinese Railways, established by Imperial decree of the twentieth October one thousand eight hundred and ninety six (fourteenth day, ninth month, twenty-second year of the present reign), and to which was granted, by the same decree, the concession for the said line,

of the first part,

And the Belgian Company, established by authentic act dated the third March one thousand eight hundred and ninety seven, published in the *Moniteur Belge* (official newspaper) of the twenty-second, twenty-third March one thousand eight hundred and ninety-seven,

of the second part.

This contract was authorized by Imperial decree of the twenty-fifth May one thousand eight hundred and ninety-seven, (twenty-fourth day, fourth month, twenty-third year of the present reign). The decree of that date will be communicated to H. E. the Minister of Belgium at Peking through the Tsung-li Yamên.

The Chinese Railway Company, represented by H. E. Sheng, its Director General, duly authorized for that purpose by the above mentioned decree and the Belgian Company, represented by M. Alexis Dufourny, Chief Engineer, Director of the Ponts et Chaussées at Brussels, and by M. Edouard Walin, First class Engineer of the Ponts et Chaussées, Director of the intercommunal waterworks Company at Brussels, duly authorized, on their side, by the Belgian Company, authority confirmed by a telegram of H. E. the Belgian Minister at

Peking, sign anew, in the name of the interested parties, the provisional contract according to the terms of article sixteen of the latter, so as to confirm it and make it final, and agree furthermore on the following:

ARTICLE ONE.

The above mentioned Belgian Company will make a complete study of the line from Han-kow to Lu-kou-chiao for the Chinese Railway Company; it undertakes to make the surveys, levelling, longitudinal and sectional cuts, to make all plans, drafts of masonry works, bridges, buildings, shops, stations and outhouses of whatever nature, as also the measurements and specifications, all charges for which are included in the forty-hundredths per cent. of additional interest mentioned hereafter in Article III.

A similar study will be made for the rolling and fixed stock. But in conformity with article eight of the contract, the drafts and plans shall be successively submitted to the approval of the General Director. It is well understood that all these works are to be carefully done, without any omission; they are not to occasion any additional expenses.

Field work for the carrying out of the works must be finished within a year from the date of the conclusion of the last formalities of approval of the contract. They must be carried out with the necessary activity to permit of the embankment work being begun within six months of the above mentioned date.

ARTICLE II.

The Belgian Company surrenders its right to a premium on materials, conferred on it by article twelve of the contract, and therefore said article is considered as void.

ARTICLE III.

On the other hand, as compensation for the concessions mentioned above in Articles I and II, and to guarantee its expenses of organization, mission abroad and issuing (the loan), inclusive of all disbursements whatsoever relating thereto, and finally its general expenses during the whole time of the loan, the Belgian Company shall receive an increase of forty-hundredths per cent (four per thousand) on the rate of interest provided for in article three of the contract. This additional interest of four per thousand will be paid in the same manner as the yearly interest of four per cent; consequently the rate of interest of four per cent, together with all the general expenses, is raised, in effect, to four and forty per cent (4.40 p. c). No charge whatsoever in excess of this rate of interest shall be asked for.

ARTICLE IV.

The payments provided for in article two of the contract shall be made into the Belgian Bank at Brussels, designated by the name of "Société Générale pour favoriser l'Industrie Nationale", and the Chinese Railway Company will transfer (thereto) the sums paid into the Commercial Bank of China at Shanghai, organized by imperial decree under date of the twelfth November one thousand eight hundred and ninety-six (eighth day, tenth month, twenty-second year of the present reign). The payments of interest and annuities will be made in pounds sterling into the above mentioned Commercial Bank.

ARTICLE V.

It is understood that the guarantee of the railway line, referred to in article five of the contract, has absolutely priority of rank.

ARTICLE VI.

The present protocol shall be stamped with the seal of Their Excellencies the Viceroys of Pechihli and of Hu-Kwang, and also with that of H. E. the Minister of Belgium at Peking.

The present protocol has been made out in four copies in the French and Chinese languages; both versions are equally authoritative.

Done at Shanghai, the twenty-first of July one thousand eight hundred and ninety-seven.

For the Chinese Railway Company,

The Director General,
SHENG.

For the Belgian Company,

The first class Engineer of Ponts et Chaussées,
Director of the Intercommunal Waterworks Company,
WALIN.

The Chief Engineer, Director of Ponts et Chaussées,
DUFOURNY.

III.

LOAN CONTRACT.

BETWEEN THE UNDERSIGNED:

1°. Their Excellencies the Viceroys of Chihli and of Hupeh, acting in virtue of full powers from the Imperial Chinese Government, duly authorized by decree of H. M. the Emperor of China, under date the 20 October 1896, of which communication has been officially made to the Representatives of Belgium at Peking, by despatch of the Tsung-li Yamên, under date of ———

2°. The Imperial Government of China, represented by H. E. Sheng Hsüan-huai; Director General of the Chinese Railway Company;

3°. The *Chinese Railway Company*, represented by H. E. Sheng-Hsüan-huai, its Director General,

And the *Société d'Etude de Chemins de fer en Chine*, represented by M. Eugène Hubert, engineer,

Has been agreed the following:

FIRST ARTICLE.

The Imperial Chinese Government has, in compliance with a decree dated the 20 October 1896, of which copy is annexed to the present contract, granted the concession of the line from Lu-kou-chiao (Peking) to Hankow (about 1,300 kilometers) to the Chinese Railway Company, which has assets amounting to thirteen million taels.

An edict of H. M. the Emperor of China has authorized Their Excellencies the Viceroys of Chihli and of Hupeh and H. E. Sheng Hsüan-huai, Director General of Chinese Railways, to contract, in the name and on account of the Imperial Chinese Government, a loan the product of which is destined exclusively to the building of the above mentioned line.

This edict, bearing date the 20 October 1896 and of which a copy is annexed to the present contract, is worded as follows:

"Edict of His Majesty the Emperor of China:

"In response to a request of Their Excellencies the Viceroys of "Chihli and of Hukwang, presented to His Majesty the Emperor of "China, an Imperial edict, bearing date of this day, authorizes the "organizing of a Railway Company and grants it the concession of "the line from Lu-kou-chiao (Peking) to Hankow. His Majesty the "Emperor authorizes the Railway Company to contract abroad a loan "the product of which shall be devoted in full to the building of said "line.

"H. E. Sheng Hsüan-huai, under-secretary of State, is appointed "Director General of this new Company.

"Peking, the 20th October 1896."

In compliance with the terms of this edict, the Imperial Chinese Government, represented by Their Excellencies the Viceroys of Chihli and of Hupeh and the Director General of Chinese Railways, has decided to contract a State 5 p. c. foreign gold loan, of a nominal value of 112.500.000 francs (or 4.500.000 pounds sterling).

This loan shall be known as the *Chinese* 5 p. c. 1898 *Loan.*

ARTICLE 2.

This loan will be represented by 225.000 bonds of 500 francs gold.

These bonds, the text of which is annexed to the present Contract, shall be signed in the name of the Imperial Chinese Government by the Vicerovs of Chihli and of Hupeh and by the Director-General of the Chinese Railway Company.

They shall be issued in blocks of 1 to 5 bonds, in the proportion to be indicated by the Société d'Etude de Chemins de fer en Chine and are to be manufactured at its expense.

They shall bear 5 p. c. interest annually on the par value payable in gold.

Interest shall accrue from the date of the payments and shall be payable the 1st September and the 1st March of each year.

The first coupon is payable in gold at —— francs.

ARTICLE 3.

The loan shall be extinguished in twenty years, from the year 1909, by yearly drawings by lot (*tirages au sort*), which will take place at Brussels, in the offices of the Société Générale pour favoriser l'Industrie Nationale, in conformity with the table annexed to the present.

The drawings shall take place the second Tuesday of January each year: the first drawing shall take place on that date in 1909.

The numbers of the bonds drawn shall be published in four newspapers at the expense of the Société d'Étude des Chemins de fer en Chine.

ARTICLE. 4.

The bonds drawn shall be refunded in gold at their par value on the date on which falls due the next coupon.

The bonds presented for reimbursement must have attached to them all the coupons remaining unpaid, and the amount of missing coupons will be deducted from the capital to be refunded.

Interest on bonds ceases to accrue from the date set for reimbursement.

ARTICLE 5.

The Imperial Chinese Government denies itself the right before the 1st September 1907 to increase the amortization, to pay off the whole loan or to make a conversion of it. After that date it shall be at liberty to pay off the loan at any time before the terms of payment, and once the refunding made, the contract shall be declared annulled.

ARTICLE 6.

The coupons and the bonds (*titres*) redeemed (*amortis*) shall be payable in francs, in Europe in the office or offices designated by the Société d'Étude and entrusted by it with the management of the loan.

ARTICLE 7.

Payment of interest and refunding of bonds of the present loan are guaranteed by the gross revenues of the Imperial Chinese Government.

Furthermore, in virtue of an authorization already granted by the Chinese Government and in agreement with it, the Chinese Railway

Company declares that it specially assigns, preferentially for the payment of interest and capital of the present loan, and consequently cedes and delegates in favor of said bonds all the net revenue of the line from Lu-kou-chiao (Peking) to Hankow,—after the regular payment of all expenses of administration and operation, the whole, as is furthermore set forth in a treaty for operating (the line) concluded between the Chinese Railway Company and the Société d'Étude de Chemins de fer en Chine, treaty hereto annexed and forming an integral part of this contract.

This assignment (*affectation*) is made exclusively and irrevocably until complete refunding of the bonds of the present loan.

ARTICLE 8.

The Chinese Railway Company directs the Société d'Etude to deposit the funds from the net revenue of the traffic with the Société Générale pour favoriser l'Industrie Nationale, established at Brussels, or with the company designated by it.

This latter shall convert into gold, and to the best interest of the Imperial Chinese Government and the Chinese Railway Company, and up to the full amount of the sum necessary to insure the service of the loan at the following semi-annual payment, the deposits made with it by the Société d'Etude empowered by the Chinese Railway Company to make them.

These deposits by the Société d'Etude with the Société Générale Belge or the company designated by it shall continue to be made until the sum necessary for the full service of the loan at the date of the next semi-annual payment has been completed in gold, and in such manner that said service is insured three months at least before said semi-annual payment falls due. The depositories shall utilize these sums in the manner the most advantageous for the Chinese Company.

The account on which these sums are borne shall be charged twenty days before date of semi-annual payment with the sum necessary for the service of the loan, interest, amortization, expenses and commissions.

ARTICLE 9.

The bank having received in deposit the funds shall have the right to take, without new authorization, from such funds on deposit, the amount of the coupons to be paid during the period of construction.

ARTICLE 10.

So as to insure the guarantee just mentioned for the bonds of the present contract, the Chinese Railway Company recognizes for these bonds a prior special lien on the railway from Lu-kou-chiao (Peking) to Hankow: line, stationary and rolling stock and receipts.

This special assignment is accepted in the name of the bondholders by the Société d'Etude. In case of non-execution of the obligations assumed by the Chinese Railway Company in the present contract, the Société d'Etude or the Belgian Company designated by it, shall have full power to enjoy as to said property all the rights and powers resulting from said special assignment.

ARTICLE 11.

The preceeding provisions do not relieve the Imperial Chinese Government from personal responsibility relative to the present loan, as this responsibility is specified in article 7.

Consequently, the Imperial Chinese Government agrees to make up the necessary amount for the service, in gold, of the loan, in case the sums accruing from the net proceeds of the line from Lu-kou-chiao (Peking) to Hankow, and paid by the Société d'Etude, entrusted with this service by the Chinese Railway Company, to the Société Générale Belge, or to the Company which it may designate, should not have reached, after their conversion in gold, and at least three months before the following semi-annual payment, the amount sufficient to cover said service.

In this case, and upon the request made at, the Imperial Chinese Government must hold at the disposal of the Société Générale Belge or of the Company designated by it 60 days before the next semi-annual payment, gold or securities deemed sufficient to realize the amount in gold, which the Company shall have notified the Government is necessary to complete the payment.

ARTICLE 12.

Out of the sums coming from the payments made by the Société d'Etude or the payments made by the Imperial Chinese Government, the Société Générale Belge or the Company designated by it, shall in due time place at the disposal of the Firms entrusted with the service of the loan, the necessary amounts, according to the needs as ascertained during the preceeding half-year.

ARTICLE 13.

The Imperial Chinese Government will pay to the Firms entrusted with the service of the loan, a commission of ¼ per cent on the amount of paid coupons and a commission of ¼ per cent on the amount of the bonds drawn or redeemed by anticipated reimbursement. The amount of this allowance shall be deducted every six months from the surplus of the available exploitation receipts, and, in case of insufficiency, it shall be immediately paid by the Imperial Chinese Government.

ARTICLE 14.

The Imperial Chinese Government binds itself by the present conventions to observe and cause to be observed the privilege stipulated in favor of the bonds in article 9, and to maintain, free and exempt from all tax whatsoever, the bonds and coupons, as well as all transactions of whatsoever nature connected with the service of the loan.

ARTICLE 15.

Coupons which shall not have been presented for cashing within five years following their falling due, shall revert to the Imperial Chinese Government; thirty years shall be the limit for redeemed bonds.

On the death of any bondholder of the present loan, the bonds shall be transferred and shall belong to his heirs, according to the inheritance laws in force in the country of which the deceased bondholder was citizen.

Payments of coupons and the redemption of bonds shall be made in time of war, as in time of peace, to the bearers whether they be subjects of friendly or hostile States.

In case of loss, of theft or destruction of bonds of the present loan, the Chinese Government shall replace them, after having been furnished satisfactory proof of their loss or of the destruction of the title deeds and of the rights of the claimants.

ARTICLE 16.

The Imperial Chinese Government through its representatives in Europe shall immediately take the necessary steps and furnish the necessary documents for the official listing of the present loan in the Bourses of Brussels and Paris.

ARTICLE 17.

Out of the total amount of the present loan, representing as nominal capital a sum of 112,500,000 francs, the Société d'Etude de Chemins de fer en Chine purchases outright (*achète ferme*) 39,000,000 francs of nominal capital, or 78,000 bonds of 500 francs, at 90 %, for the total sum of 35 million 100,000 francs, delivery to date from the payment to the banks designated in the following article.

ARTICLE 18.

The Société d'Etude de Chemins de fer en Chine shall deposit the amount of this purchase, as follows: 8,600,000 francs in the Russo-Chinese Bank at Shanghai, and the remainder in a bank designated by common accord by the Director General of the Chinese Railway Company and the Société d'Etude and against receipt by the Russo-Chinese

Bank in Paris of definitive bonds for 78,000 bonds bought outright (*achetés ferme*) and deposit in the same bank of the definitive bonds for 147,000 bonds forming the surplus of the loan.

The Russo-Chinese Bank and the Bank designated by common accord by the Chinese Railway Company and the Société d'Etude shall credit the Chinese Railway Company with the sums deposited with them, it being understood that these depository establishments shall not be obliged to deliver these sums, except under the conditions and under the reservations indicated in undermentioned article 20.

The depository banks shall use these sums to the best advantage of the Chinese Railway Company.

ARTICLE 19.

The Chinese Railway Company declares that it has resources amounting to thirteen million taels.

The construction of the railroad from Lu-kou-chiao (Peking) to Hankow being limited provisionally to the section from Lu-kou-chiao (Peking) to Paoting (145 kilometers) and to the Hankow-Sin-yang section (247 kilometers) which must be constructed first; it is understood that the thirteen million taels above mentioned shall in the first place be applied to the construction and to putting in complete working order of the Lu-kou-chiao-Paoting section.

The construction of the entire line (not including the Peking-Paoting section) shall be done under the direction of the Société d'Etude de Chemins de fer en Chine or its representatives, but for the account of the Chinese Railway Company.

The Société d'Etude shall make the studies, plans, surveys, estimates for the whole line, direct the execution of all the work and order the materials, machinery and furniture necessary to insure the regular operation of the line. However, the Director General of the Chinese Railway Company reserves to himself the right to approve the building plans and contracts for supplies.

Except for supplies of materials and expenses of all kinds paid in Europe, the Chinese Railway Company must place at the disposal of the Société d'Etude the necessary sums for settling all payments without exception necessitated in the carrying out of the work, as well as the payment of the staff under the orders of the Société d'Etude and, in general, all expenses whatsoever.

Consequently the Société (d'Etude) shall not be obliged to pay any expenses from its own funds.

It shall endeavor to complete the construction of the line within three years.

ARTICLE 20.

On the Hankow-Sinyang section and eventually on the other sections between Paoting and Sinyang, the Russo-Chinese Bank in the first place and afterwards the bank designated by common accord by the Chinese Railway Company and the Société d'Etude, shall deposit each month with the Chinese Railway Company, out of the available funds in their hands, the amounts necessary to settle the payments for the ensuing month, according to the estimates prepared by the Société d'Etude or its delegates.

A first transfer equivalent to the estimated value of the work already executed on the Hankow-Sinyang section shall be made as a first credit.

The price paid for the above mentioned bonds being exclusively affected to the construction of the line from Hankow to Paoting, the Russo-Chinese Bank and the bank referred to in the first paragraph of the present article, would have the right not to pay the funds in case one of their payments were diverted from the purpose stipulated, as well as in case the representatives of the Société d'Etude were not empowered by the Chinese Railway Company to continue the management of the construction works with which this company is exclusively entrusted.

The balance, if there be one, shall be held subject to the order of the Chinese Railway Company.

ARTICLE 21.

The Chinese Government cedes to the Société d'Etude an option till December 31, 1901, to purchase the surplus of the loan, to wit: 73,500,000 francs at 90% nominal, plus the accrued fraction due on the coupon.

This option can be availed of one or several times, without regard to the amortizations made, but each notice must be for a sum not less than 25,000,000 francs net.

The delivery of the bonds taken on the options shall be to the Russo-Chinese Bank in Paris; the final bonds shall be delivered within a month dating from the telegraphic notification to the Management of the Chinese Railway Company.

The price of these bonds shall be deposited in the bank designated, by common accord, by the Chinese Railway Company and the Société d'Etude, and it shall not surrender them except under the conditions stipulated in the above article 20.

ARTICLE 22.

If the Société d'Etude takes advantage of the right granted it to purchase all or part of the bonds on which it holds an option, it shall each time confer with the Chinese Railway Company to determine upon the sections (of line) to be built with its new funds.

ARTICLE 23.

The surveys of the line, dating from the signing of the present contract, are to be made at the expense of the Chinese Railway Company; the Hankow-Sinyang sections shall first be surveyed, and then successively each of the other sections, for building which an agreement may be had before the Société d'Etude avails itself of the right of option conceded it by Article 21.

It is henceforth understood that the section to be built with the funds derived from the first option shall be the one from Paoting towards the Yellow River, and the survey shall be begun during the first year.

ARTICLE 24.

La Société d'Etude reserves the right to make one or more issues, by public subscription or otherwise, of all or any part of the bonds whether bought outright (*achetées ferme*) or included in the option.

Should the issue be by public subscription, the Société d'Etude shall have the right to include in the total offered for subscription, exclusive of the 78,000 bonds taken outright (*prises ferme*), all or any part of the bonds covered by the option, without on that account being committed to take outright (*prendre ferme*) any part whatever of the bonds covered by the options.

It shall be allowed fifteen days, counting from the closing of the public subscription, to inform by registered telegram addressed to His Excellency Sheng, Director General of the Chinese Railway Company at Shanghai, the number of bonds it has taken, and that, at the price and under the conditions above specified.

The payment and the delivery of the bonds taken by the Société d'Etude following the public subscription shall take place under the conditions specified in the above mentioned articles.

ARTICLE 25.

The present contract shall only be binding on the Société d'Etude inasmuch as it shall have the promise that, with the exception of what can be supplied by the Hanyang works, all the materials and supplies necessary for the construction and working of the railroad from Lukou-chiao (Peking) to Hankow will be ordered from the Société d'Etude, which will fill the orders under the best possible terms.

Exception is made for the material necessary for the equipment (*armement*) of the line from Lu-kou-chiao to Paoting, as this material is almost entirely ready.

Compliance with the provisions of this clause by the Chinese Railway Company shall result from the ordering of material for each of the sections undertaken.

Material ordered from the Société d'Etude shall be exempt from all customs and likin duties on entering or crossing Chinese territory.

If this franchise is not made good before the expiration of the month following the date on which the Belgian Government shall have notified the Société Belge of the receipt of the notifications stipulated in article 29, it (the Société d'Etude) reserves the right not to hold itself bound.

It reserves the same right and within the same time if extraordinary events should arise, as for instance war, or if the French Debt (*rente française*) should fall below par.

If, on its side, the Société Belge should not keep the terms of the present contract, it shall be annulled; the Chinese Railway Company shall be free to enter into contract with whomsoever it may see fit, and to dispense with the services of the Engineer-in-chief.

ARTICLE 26.

In case of controversies or differences between the Société d'Etude or its representatives and the Imperial Chinese Government or the Chinese Railway Company, these controversies or differences shall be submitted to the judgment of a member of the Tsung-li-Yamên and the Belgian Minister in China.

In case of disagreement between these latter, the Tsung-li-Yamên and the Belgian Minister shall designate an arbitrator who shall decide finally.

ARTICLE 27.

As guarantee for the financial execution of the present contract, the Société d'Etude has already deposited in the Russo-Chinese Bank 20,000 pounds sterling as security.

It shall take full possession of this sum as soon as it shall have fulfilled the provisions stipulated in the first two paragraphs of article 18 here above.

It is understood that the payment of 8,600,000 francs to the Russo-Chinese Bank at Shanghai must be made within the month following the date of the signing of the present contract.

ARTICLE 28.

The Tsung-li-Yamên shall be bound in case the Belgian Minister at Peking request it to give cognizance of the title to the Minister of the foreign country, indicated by him, as subscriber to the issue of stock.[a]

[a] Si le Ministre de Belgique à Pékin en faisait la demande au Tsung-li-Yamen, celui-ci, serait tenu de notffier le titre au Ministre du pays étranger qu'il lui désignerait, comme prenant part à la souscription des titres.

ARTICLE 29.

The present contract is made in triplicate, one copy for the Chinese Government, one for the Chinese Railway Company and the third for the Société d'Etude de Chemins de fer en Chine.

In case of doubt or disagreement, the French text alone shall be used to interpret the contract.

The present contract must be submitted through the proper channel for Imperial Sanction, and when said Sanction has been obtained, the Tsung-li-Yamên must advise the Belgian Representative at Peking by official dispatch and eventually the Representative in Peking of the foreign country to whom it may give cognizance of the title (*le Representant à Pekin du pays étranger auquel le titre sera notifié*). These formalities shall be complied with within the month following the signing of the contract. The provisions of the contract signed at Wuchang the 27th May, 1897, and of the protocol signed the 21st July, 1897, which do not conflict with the present contract, especially those of article 14 of the Wuchang contract and article 2 of the Shanghai protocol, are and remain in force. The Société Générale of Brussels and the Russo-Chinese Bank are parties to the present contract, and they, after having examined the preceding contract, declare that they, as far as necessary, accept the duties imposed. According to Article 14 of the above mentioned Wuchang contract, the Chinese Railway Company will only recognize the Société Belge as contracting party.

Done at Shanghai, the twenty-sixth day of the month of June, one thousand eight hundred ninety-eight.

The Engineer representing the Société d'Etude de Chemins de fer en Chine,

The Director General of the Chinese Railway Company,

The Representatives of the Imperial Chinese Government:

The Viceroy of Hupeh, The Viceroy of Chihli.

OPERATING CONTRACT.

BETWEEN THE UNDERSIGNED:

1°. The Imperial Chinese Government, represented by Their Excelcies, the Viceroys of Chihli and of Hupeh;

2°. The *Chinese Railway Company*, represented by His Excellency Sheng Hsüan-huaï, its Director General, Office of the Company at Shanghai;

And the *Société d'Etude de Chemins de fer en Chine*, whose office is at Brussels,

Has been agreed as follows:

ARTICLE 1.

The Chinese Railway Company, in accord with the Imperial Chinese Government, entrusts the Société d'Etude de Chemins de fer en Chine, which shall appoint representatives for that purpose, with the direction, administration, and operating of the line from Hankow to Lukou-chiao (Peking), for which it holds a concession, under the terms of an edict of His Majesty the Emperor of China dated October 20, 1896, and of which a copy is annexed to the present contract.

ARTICLE 2.

The Société d'Etude shall take over the working of the line as soon as each section is completed, following final acceptance by the Imperial Administration of Chinese Railways. Each section must be completely and previously equipped and provided with all the material necessary for its working, as well as with the supplies of tools, furniture and a fund for running expenses. The Société d'Etude or the representatives it shall appoint under the provisions of Article 1, shall organize the various services, shall have the right to hire the personnel, which it shall have absolute right to dismiss, or disband, and to fix its salaries according to a fixed schedule previously communicated to the Director General of the Chinese Railway Company. It shall make all purchases necessary for operating, maintaining or repairing the road; it shall fix the schedule of rates in the terms of concession contracts, collect revenues of all kinds and pay the operating and management expenses of the Company. The foregoing measures, taken for the purpose of operating the line, shall be submitted, for consultative purposes, to the Director General of Chinese Railways.

The Chinese Railway Company, which will appoint delegates for that purpose, shall have absolute right of control over the receipts and expenses.

The purchase of all new material or works for the improvement or extension of the regular road, or of stations, which may be found necessary after the opening of each section of the line to traffic, shall be at the sole expense of the Chinese Railway Company. As far as possible the supplies necessary for the maintenance and repairing of the road shall be ordered from the works and mines under the control of the Director General of the Chinese Railway Company.

ARTICLE 3.

In case of war or revolution in China, the transportation of troops, munitions and of the supplies of the Chinese army shall have right of way over all commercial transportation. The rate for such transportation shall be 50 per cent of the tariff; and it shall be carried according

to the instructions of the Director General of the Chinese Railway Company. The transportation of anything of nature to injure the Imperial Chinese Government shall moreover be forbidden.

ARTICLE 4.

Out of the receipts from operation available, after payment of all expenses, the Société d'Etude shall retain the necessary sum to insure the payment, every six months, and at least three months before its date of payment, of the service of the loan of 112,500,000 francs contracted by the Imperial Chinese Government.

This reserve shall be made as long as said loan is not entirely paid off.

The amount of this reserve shall be deposited monthly with the Société Générale Belge pour favoriser l'Industrie Nationale, or with the Company designated by it. The latter shall convert into gold on the best terms procurable, the sums paid to it for the service of the loan.

When, by means of the sums thus paid in, the service in gold of the loan shall have been insured, the Société d'Etude shall deduct 10 % of the surplus, which shall be applied to the creation of a reserve fund for rebuilding or making extraordinary repairs necessary to insure the working of the lines.

It shall then pay the balance remaining available out of the operating revenues to the Chinese Railway Company.

ARTICLE 5.

The duration of the present operating contract is fixed at thirty years dating from the signing of the contract.

However, this period would be fully entitled to extension in case the loan of 112,500,000 francs should not at that time be wholly paid off; this extension would continue as long as the complete amortization had not been made. But if the refunding of the loan should be made before the dates on which they fall due, the present working contract will be annulled from the date of the total refunding of the loan.

ARTICLE 6.

During the entire period of the working of the line by the Société Belge, the Chinese Railway Company grants it 20 % of the net profits of the railroad from Peking to Hankow, as agreed upon by mutual consent, after the closing of each fiscal term (*exercice*), taking into account, naturally, the sums necessary for the service of the interest and the amortization of the loans.

ARTICLE 7.

In case of contentions or disagreement between the Société d'Etude and the Management of the Chinese Railway or the Imperial Chinese

Government, said contentions and disagreements shall be settled as specified in article 26 of the loan contract.

ARTICLE 8.

If the revenues from operating the lines are not sufficient to cover the expenses, the Chinese Railway Company must supply the Société d'Etude with the necessary means to insure the operating of the lines under normal conditions.

ARTICLE 9.

All materials and supplies needed by the Société d'Etude for the working of the line, as well as for the maintenance and repair of the line, shall, when imported from abroad, be exempt from all customs or likin dues.

ARTICLE 10.

The present contract is made in triplicate; one copy for the Imperial Chinese Government, one for the Chinese Railway Company, and the third for the Société d'Etude de Chemins de fer en Chine.

In case of doubt or disagreement the French text shall alone be accepted for the interpretation of the contract.

The present contract must be submitted through the proper channel for Imperial sanction, and, when said sanction shall have been obtained, the Tsung-li-Yamên must advise, by official dispatch, the Belgian Representative at Peking and eventually the representative at Peking of the foreign Government to which the title may be officially notified (*auquel le titre sera notifié*).

Done in Shanghai, the twenty-sixth of the month of June eighteen hundred ninety-eight.

The Engineer representing the Société d'Etude de Chemins de fer en Chine,

(s.) HUBERT.

The Director-General of the Chinese Railway Company,

(s.) SHENG-HSÜAN-HUAI.

Seen for authentication:
(s.) FRÈRE,
Belgian Consul.

Witnesses:
(s.) HU.
(s.) KO.

(Official seal of the Chinese Railway Administration.)

The Representatives of the Imperial Chinese Government:

The Viceroy of Hupeh, *The Viceroy of Chihli,*

LETTER OF HIS EXCELLENCY SHENG RELATIVE TO THE ARBITRATION CLAUSE.

IMPERIAL ADMINISTRATION OF CHINESE RAILWAYS,
Shanghai, June 26, 1898.

As the contentions and disagreements referred to in Article 26 of the loan contract and in Article 7 of the operating contract relating to the Railway from Hankow to Peking, may relate to interest and the amortization of the loan, the undersigned Sheng Hsüan-huai, Director General of the Chinese Railway Company, duly authorized thereto by the Tsung-li Yamên, declares, from the present date, that the arbitrator to judge finally all such contentions and disagreements, will be the Minister at Peking of the foreign country which shall have taken part in the subscription for the loan.

[Official Seal of the Chinese Railway Administration.]

[s] SHENG HSÜAN-HUAI,
Director General of Railways.

LETTER OF HIS EXCELLENCY SHENG RELATIVE TO THE PREFERENTIAL RIGHT TO THE HANKOW-CANTON LINE.

IMPERIAL ADMINISTRATION OF CHINESE RAILWAYS,
Shanghai, June 26, 1898.

The undersigned, Sheng-Hsüan-huai, Director General of the Chinese Railway Company, declares that he reserves to the Société d'Études des Chemins de fer en Chine, a preferential right as regards the railway to be built from Hankow to Canton, in case the provisional contract, *as drawn up* in Washington between His Excellency Sheng and the American Syndicate (Carey-Washburn), should not become a definitive one.

It is well understood that this preferential right is granted to the Société d'Etudes des Chemins de fer en Chine, under the terms of Article 14 of the Wuchang contract, which formally prohibits the Société Belge d'Études des Chemins de fer en Chine from transferring any of its rights to any company of foreign nationality.

[Official seal of the Chinese Railway Administration.]

[s] SHENG-HSÜAN HUAI,
Director General of Railways.

PREFERENTIAL RIGHT OF THE BELGIAN SYNDICATE TO BUILD HANKOW-CANTON RAILWAY.

In connection with the letter of Sheng Hsüan-huai given above and relating to the preferential right of the Belgian Syndicate to build the Hankow-Canton railway in case the contract made with the American China Development Company should not become definitive, the following dispatch from the British chargé d'affaires in Peking to Lord Salisbury, and published in the British Parliamentary Blue Book, *China*, No. 1 (1900) pp. 155–156, is of interest.

MR. BAX-IRONSIDE TO THE MARQUESS OF SALISBURY.

[Extract.]

PEKING, *May 15, 1899.*

I had the honour to receive a telegram from your Lordship on the 28th ultimo, informing me that the prospectus issued by the Belgian Syndicate for the Peking-Hankow Railway Loan states that the Syndicate have a preferential right to the Hankow-Canton line in the event of the Contract with the American Syndicate not being finally arranged.

Your Lordship also inquired whether the Chinese Government had ever communicated the text of the Peking-Hankow Agreement in accordance with an undertaking which they had previously given us.

At an interview which had already been arranged for the following day with the Tsung-li Yamên, I took the opportunity to inquire whether the statement issued in the Belgian prospectus was a correct one.

The Ministers had no knowledge of any such arrangement.

I pointed out that, according to published reports, the American Syndicate had a preferential right to the Peking-Hankow line if negotiations with the Belgian Syndicate fell through.

The Ministers expressed themselves equally ignorant of this arrangement.

On the following day I sent two members of the staff to carefully compare our copy of the Chinese text with the original one in the possession of the Tsung-li Yamên, with the result that the comparison showed no material difference.

The Secretaries of the Yamên stated that they had no copy of the French text which is the standard in case of dispute.

On the 6th instant I addressed an official note to the Tsung-li Yamên requesting to be informed whether such an arrangement as stated in the prospectus had been made, and their Excellencies replied in the negative.

Copy of my note, together with the reply thereto, are herewith inclosed.

[Inclosure 1.]

MR. BAX-IRONSIDE TO THE TSUNG-LI-YAMÊN.

PEKING, *May 6, 1899.*

MM. LES MINISTRES,

On the 29th April I called at the Yamên and referred to the Agreement made on the 26th June last year with the Belgian Syndicate for the Peking-Hankow Railway. I mentioned that in the prospectus issued by the Belgian Syndicate it was stated that China had promised that if the American Agreement for the Hankow-Canton line fell through, the Belgian Syndicate would be intrusted with the construction of that line.

Your Excellencies informed me that there was no such stipulation in the Agreement of twenty-nine Articles, or the Supplementary Agreement of ten Articles made with the Belgian Syndicate for the Peking-Hankow line.

I have heard, however, that the promise referred to was given subsequently to the settlement of the aforesaid Agreements, and I have the honour to request your Highness and your Excellencies to inform me whether such an Agreement has been made.

(Signed) H. O. BAX-IRONSIDE.

[Inclosure 2.]

THE TSUNG-LI YAMÊN TO MR. BAX-IRONSIDE.

[Translation.]

SIR, PEKING, *May 10, 1899.*

On the 6th instant we received your letter to the effect that in the prospectus issued by the Belgian Syndicate it is stated that China has promised that in the event of the abandonment of the American Contract for the Hankow-Canton Railway the Belgian Syndicate will be intrusted with the construction of that line. You added that you had heard that this promise was given subsequently to the settlement of the Belgian Agreement, and you inquired whether such an arrangement had been made.

We have the honour to inform you that neither the Belgian Agreement in twenty-nine clauses nor the Supplementary Agreement in ten clauses contains any such stipulation, and that there has been no subsequent arrangement of any kind.

We have, &c.

(Cards of their Excellencies the Ministers inclosed.)

No. 35.

CHINA.

IMPERIAL EDICT ESTABLISHING BUREAU OF CONTROL OF RAILWAYS AND MINES.

APRIL 2, 1898.

[Translation.]

Railways and mines are nowadays the most important enterprises in this Empire. We have already had the Tientsin-Shanhaikuan and the Tientsin-Peking railways built and in regular working order for some time past, while steps are now being taken for raising funds to build the Shanhaikuan extension to the Taling River (Niuchwang and vicinity). As for the Canton-Hankow and Hankow-Peking lines, full control had been granted the Head Commercial Company to find ways and means for the construction of these railways, and matters appear to be now taking definite shape in this connection.

Then as to mines, we have the Kaiping Colliery and the Muhô (Amur) gold mines as the most successful, so far, among the many mining enterprises embarked upon, and we have already further commanded those in control to seize every opportunity to extend the works of the two mines above noted.

We are, however, apprehensive, in view of the number of provinces in the Empire and the various conditions of men who will attempt to open mines of all sorts in the future, that a diversity of methods and ensuing confusion will be the result, which would, of course, be detrimental to the principal object we have, of getting the fullest advantages obtainable out of each and every undertaking in this direction.

It is therefore highly important that there should be a central bureau to direct, under a single system, the working and exploitation of mines and railways in the Empire, and we hereby command that a Bureau of Control for Railways and Mines be established in Peking, to the chief commissionerships of which We now specially appoint two ministers of the Tsungli Yamên, namely, Wang Wên-shao and Chang Yin-huan.

The said Chief Commissioners shall from henceforth have special control over the opening of mines and construction of railways throughout the Empire, and companies formed for the above purposes will in future be required to apply to the said Commissioners for permission and guidance in their operations.

No. 36.

FRANCE.

CONCESSION OF RIGHT TO BUILD RAILWAY FROM TONGKING TO YÜN-NAN—LEASE OF KUANG-CHOU-WAN—CHINESE POST-OFFICE STAFF.[a]

M. DUBAIL, CHARGÉ D'AFFAIRES OF THE FRENCH REPUBLIC TO THE TSUNG-LI YAMÊN.

[Translation.]

PEKING, *9th April, 1898.*

In pursuance of our interviews, and in execution of the formal instructions of the Government of the Republic, which has furnished me with special powers, I have the honour to ask your Highnesses and your Excellencies to acquiesce in the following terms designed to draw closer the bonds of friendship and neighbourliness which unite the Chinese Empire to the French Republic:—

1st. The Chinese Government grant to the French Government, or to the French Company, which the latter may designate, the right to make a railway from the frontier of Tonking to Yün-nan-fu; the Chinese Government having no other responsibility (*charge*) but to furnish land for the road and its dependencies. The route (*tracé*) of this line is actually surveyed (*étudié*), and will be fixed later on in agreement with the two Governments. Regulations will be jointly made.

2nd. The Chinese Government, in consideration of its friendship for France, leases the bay of Kuang-chou-wan, for 99 years, to the French Government, which may establish a naval station and coal depôt there. The boundaries of the Concession will be fixed hereafter by agreement between the two Governments, after examination on the spot. The question of rental will be arranged later on.

3rd. When the Chinese Government organizes a definite Postal Service and places a high functionary at its head, it proposes to call for the help of foreign officers, and declares itself willing to take account of the recommendations of the French Government in respect to the selection of the staff.

I beg your Highnesses and your Excellencies to be good enough to acknowledge receipt of this despatch by an identical letter which will constitute the agreement of our two Governments. The two documents will serve as a Convention.

G. DUBAIL.

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[a] *Documents Diplomatiques, Chine, 1894–1898*, p. 50–51. The lease of Kuang-chou-wan was concluded by the Convention of May 27, 1898. See supra, p. 55, No. 11.

THE TSUNG-LI YAMÊN TO M. DUBAIL, &c.

(PEKING,) *10th April, 1898.*

On the 9th April, 1898, we received from Your Excellency the following despatch:

(Despatch quoted as above.)

As it is said in the dispatch which you addressed to our Yamên that these three requests are destined to draw closer the bonds of friendship which unite us, we are able to acquiesce in them. China and France ought to strengthen the good relations which exist between them, and avert forever any cause of conflict.

It is our duty to address this answer to Your Excellency, in order that you may transmit it to your Government.

(*Signatures of the President and Members of the Tsung-li Yamên.*)

No. 37.

UNITED STATES.

CANTON-HANKOW RAILWAY (YÜEH-HAN) CONTRACTS.

CONTRACTS BETWEEN THE CHINESE GOVERNMENT AND AMERICAN CHINA DEVELOPMENT COMPANY.

APRIL 14TH, 1898.
JULY 13TH, 1900.

Whereas, by Edict, His Imperial Majesty the Emperor of China has designated and deputed His Excellency Sheng Tajen, in his capacity as Director-General of Imperial Chinese Railways, South, to construct, or cause to be constructed, certain lines of railway, and particularly the railway from the City of Hankow, in the Province of Hupeh, to the City of Canton, in the Province of Kwang Tung, and

Whereas, a Chinese Company has been formed for the construction of railways in China, under Imperial sanction, hereinafter called the Chinese Railway Company, of which company His Excellency Sheng Tajen is the Director-General, and

Whereas, His Excellency Sheng Tajen, in the above named capacity, has designated and deputed His Excellency Wu Ting-fang, Chinese Minister at Washington, United States of America, to enter into a contract for the purposes set forth hereunder, with the American corporation known as the American China Development Company;

Now, therefore, it is hereby mutually agreed as follows:

1st: The American China Development Company hereby agrees to provide as a loan for the construction of the railway line from the City of Hankow to the City of Canton, the sum £4,000,000 Sterling, or its equivalent in American dollars, gold, or more, if necessary, for the building and equipment of the said railway; and said £4,000,000 Sterling, or so much thereof, as may be necessary, shall be paid in instalments as the work shall advance; the first instalment shall be paid as soon as the report of the Engineer in Chief of the American China Development Company shall be accepted by said company, with the approval of the Director-General, as below provided.

2nd. To secure the amount of the loan as herein below provided, and when its exact total shall have been fixed as herein below provided, (the same to be, however, in any event not less than sufficient to net

£4,000,000 Sterling) there shall be engraved and turned over *en bloc* to the American China Development Company, Imperial Chinese Gold Bonds in the English and Chinese languages; said bonds to be signed or sealed by the Director-General of the Chinese Railway Company, and countersigned by the Chinese Minister at Washington, United States of America; they shall carry interest at the rate of 5% per annum, payable semi-annually—said interest, however, not to begin to run except on bonds from proceeds of sale of which moneys in instalments for rights of way, construction or equipment, shall have been required or expended; to be in form and accepted, as to guarantee, and otherwise, by the American China Development Company and the Director-General, it being understood that the bonds shall be similar in form to the recent issue of bonds secured by Imperial customs, except that they shall be a first mortgage upon the railway and its appurtenances, and not upon the customs; they shall be delivered to and taken by the American China Development Company as above at 90% of their face value; the total number of said bonds to be to an extent as shall appear to be required in accordance with estimates made by the Engineer of the American China Development Company, to cover all items of cost or expense in order to produce at 90% the net amount needed to complete the entire work, in accordance with maps and plans of said company approved by the Director-General; and said American China Development Company hereby agrees to construct the road in accordance with said plans so approved. It is understood and agreed that the Director-General shall have sufficient time for examination by him of all of said plans and specifications, submitted for his approval, and that his approval as above shall not be binding until given by him in writing. The American China Development Company shall be at liberty to sell any or all of these bonds to the public, and any loss or profit shall be borne by or go to the said company.

3rd: The American China Development Company shall build and equip, in accordance with the best modern system, and operate, as herein provided, the line of railway with all necessary appurtenances, from Hankow to Canton, and from Canton, if thought advisable, shall have the right of an extension to the sea, and to such other places as may be agreed upon with the Director-General, it being hereby agreed and understood that the Chinese Railway Company or Director-General shall secure needed rights of way, and other needed facilities and privileges for the purposes of the construction and operation of the said railway system by the American China Development Company. It is further understood and agreed that the concessions hereby granted and acquired shall include the right to build short branch lines, to insure important available traffic and connections,—all maps and plans for such extensions to be approved by the Director-General. In all questions relating to the taking up and progress of construction, or administration and management by the officials of the American China

Development Company, it is expressly agreed and understood that particular heed shall be paid to the opinions, habits and ideas of the Chinese people; whether in construction or management, they shall be consulted and conciliated as far as practicable; furthermore, it is agreed and understood that wherever and whenever practicable, with the approval of the Director-General, Chinese shall be employed by the American China Development Company in positions of trust and responsibility, in connection with the construction and administration of the railway system herein contemplated and provided for; in regard to the earth work, sub-contracts for such work shall be entered into with Chinese, under the sanction of the Director-General, or his deputy, said work itself to be in accordance with plans and specifications of the Engineer in Chief of the American China Development Company and under his supervision. In the progress of construction and administration, no interference or obstruction by Chinese or foreigners will be permitted, after the plans and specifications have been approved by the Director-General, nor shall the work of the survey-party be interfered with or obstructed.

4th: As remuneration for superintendence and services, the American China Development Company shall receive as compensation 5% (five per cent) on the entire cost of construction, except land and earth-works. It is agreed that all materials required for the railway shall be purchased in the open market at the lowest price obtainable; Chinese materials are to be preferred, such as the products of the Hankow Iron-Works, etc., if obtainable on equally reasonable terms and of equally good quality. No commission will be allowed to the American China Development Company on the purchase of materials, except as hereinbefore provided.

5th: After the completion of the line or so much of the line as may be in working order, it shall be operated under officials appointed by the American China Development Company, who shall be approved by the Director-General; and a bureau or department, analogous to that now existing for the Chinese imperial maritime customs shall be formed; the Engineer-in-Chief and his staff shall be under the jurisdiction of this Department, as well as all other officials or workmen; incompetent, disobedient or neglectful employees shall not be retained in service; all employees shall obey the orders of the railway department herein provided for.

6th: It is further agreed that after paying salaries, wages and other expenses for operating and maintaining the line and the interest on the loan, the said American China Development Company shall receive twenty (20%) per cent. of the net profits, to be represented by and in form of debentures, to an amount equal to one-fifth of the cost of the line, which debentures shall be issued in form agreed to by the Director-General and by the American China Development Company at the same time as the first mortgage bonds herein provided for. The

Chinese Railway Company shall have the right to redeem and cancel the debentures at any time at par, that is say, $100 shall be paid for a face value of $100. But the said debentures, if not redeemed, shall expire without payment, by limitation, after forty-three (43) years from the date of their issue, and shall say so on their face.

7th: As soon as possible after ratification of this agreement, the American China Development Company will by its agent or agents, with competent engineers, and with the assistance of the officers of the Chinese Railway Company, proceed at once to make a survey of the above route, together with the estimate of the entire cost of constructing the railway, with all its necessary appurtenances, equipments, signaling apparatus, etc.; and the above line shall be completed by the American China Development Company within three years from the commencement of the work, except for unforeseen circumstances or delays beyond the control of the said Company. The expense of the survey herein referred to shall be borne by the Chinese Railway Company as to its own part in the said survey, and by the American China Development Company as to its own part in the said survey.

8th: The first mortgage gold bonds hereinabove provided for, and which shall be issued in accordance with this contract, shall run for fifty (50) years from their date of issue; it is understood and agreed that in case the Chinese Railway Company shall desire to redeem any or all of said bonds during the first twenty-five years from their date of issue, the said Chinese Railway Company shall have the right to redeem any or all of said bonds at 102½, that is to say, $102.50 shall be paid for a face value of $100; but, after the period of twenty-five years from the date of issue of said bonds shall have expired, the Chinese Railway Company shall have the right to redeem all or any of the said bonds at par, that is to say, that $100 shall be paid for a face value of $100. At maturity, the bonds shall be redeemed at par, unless extended.

9th: After payment of all the bonds, as above provided, the Chinese Railway Company may, if so disposed, take the management of the Line into their own hands exclusively and dispense with any or all foreign engineers and other employees nominated by the American China Development Company.

10th: As a guarantee for the performance of this contract, the American China Development Company will deposit on the demand of the Chinese Minister at Washington, the sum of $100,000, as soon as this contract shall have been duly ratified by the parties hereto; said sum of $100,000 to be placed in a bank or trust company in New York or Washington, in a form accepted by both parties, to remain so on deposit until the said sum of $100,000 shall have been expended in connection with the work in China by the American China Development Company, or its agents, and when it shall appear that said

sum shall have been so expended by the American China Development Company or its agents the said amount in full shall be returned to the American China Development Company; but it shall be forfeited and paid to the Chinese Minister at Washington, if it shall be shown within six months from date that at least an amount equal to said sum shall not have been expended by the American China Development Company or its agents.

11th: With a view to enable the Chinese ultimately to construct and operate railways, the American China Development Company shall establish, at their own expense, a school of practical instruction in railways, whereat Chinese shall be educated in all matters pertaining to railway construction, operation and management.

12th: All materials or apparatus for the construction or operation of the railway herein provided for shall enter the Chinese Empire free of duty in a manner similar to that adopted in the case of the Imperial Railways North.

13th: The railway shall give precedence and right of way to Government troops in case of war or insurrection, and such troops in such cases, together with ammunition and government stores, shall be carried over the Line at half rates.

14th: It is hereby expressly understood and agreed that no action shall at any time be taken by either of the parties to this agreement in any manner or to any extent impairing the value of the obligations created by and under this contract; nor shall any such action be permitted, either by the Chinese Railway Company or the American China Development Company.

15th: It is understood that as regards any details connected with the administration of this contract, not hereinabove provided for, the same shall be agreed upon between the Chief Official in China of the American China Development Company and the Director-General of the Chinese Railway Company.

Witness our hands and seals on the 14th day of April, 1898; City of Washington, United States of America.

WU TING-FANG, [SEAL.]
Chinese Minister to the United States of America.

Witness:
TMUN YEW CHUNG,
Washington, D. C.

AMERICAN CHINA DEVELOPMENT COMPANY,
By A. W. BASH, *Agent.*

Witness:
THURLOW WEED BARNES,
Member Managing Committee,
and Treasurer, New York City.

(Signed in duplicate; six words interlined in section 13.)

ADDENDUM.

In the month of May, 1897, an agreement was entered into between His Excellency, Sheng Tajen, on the one part, and a Belgian Syndicate of the other part, for a certain loan for the construction of the railway from Lukouchiao to Hankow.

It is hereby agreed that if the said agreement should be cancelled, the Director-General shall authorize the American China Development Company to undertake and said Company shall undertake to provide the sum of £5,000,000 or more if necessary for the construction of said line, and shall so undertake, upon the conditions and stipulations mentioned in the agreement entered into this day, with respect to the loan for the construction of the Hankow-Canton Line, (save as to amount) which are in every respect to apply to this loan wherever applicable, and shall bind both parties, it being understood and agreed that the American China Development Company shall utilize all portions of the Lukouchiao Line, whether such work is finished or partly finished, the cost to the American China Development Company to be the actual expense of construction already incurred by the Director-General.

Witness our hands and seals this 14th day of April, 1898; City of Washington, United States of America.

WU TING-FANG, [SEAL.]
Chinese Minister to the United States of America.

Witness:
TMUN YEW CHUNG,
Washington, D. C.

AMERICAN CHINA DEVELOPMENT COMPANY,
By A. W. BASH, *Agent.*

Witness:
THURLOW WEED BARNES,
Member Managing Committee and Treasurer, New York City.

Signed in Duplicate.

IMPERIAL CHINESE LEGATION,
Washington, D. C., April 28, 1898.

The undersigned, Envoy Extraordinary and Minister Plenipotentiary of the Imperial Chinese Government, hereby certifies that on the 2d day of the present month of April he received the following authorization by telegraphic cable from the Tsung-li-Yamen.

"Canton Hankow Railway loan this day sanction by decree (from the Throne). The preliminary contract you, Minister, authorized to conclude and sign."

The undersigned further certifies that on the 15th day of the present month he informed the Imperial Chinese Government by cable that he had, in accordance with its authorization, signed the contract for said railway, with the agent of the American China Development Company of the details of which the undersigned had advised it, and that on the 19th day of the present month the undersigned received a cablegram from His Excellency Sheng, duly empowered, Director-General of Imperial Railways, ratifying the action of the undersigned as follows: "Contract signed. Am glad and grateful. Urge Company to send out agent promptly."

In testimony of the same I sign and seal this 28th day of April, 1898.

WU TING-FANG, [SEAL.]
Envoy Extraordinary and Minister Plenipotentiary of China.

Whereas, by an agreement entered into this day, the American China Development Company have agreed to provide a loan for the construction of a railway from the City of Hankow to the City of Canton, China, and

Whereas, coal is one of the necessary articles to be used for working the said railway after its completion, now, therefore, it is hereby resolved that as soon as the said Chinese Railway Company shall have obtained concessions from the Government to open and work coal on territory adjacent to the said railway they will authorize the said American China Development Company and the said American China Development Company undertake to prospect, open and work the said coal, the said American China Development Company undertaking to provide all the funds for the carrying out of this contract. All matters relating to the raising of funds, working of the mines, distribution of profits and other details will be arranged and agreed between the Director-General of the Chinese Railway Company and the American China Development Company.

Witness our hands and seals this 14th day of April, 1898, at the City of Washington, United States of America.

(Sgd.) WU TING-FANG, [SEAL.]
Chinese Minister to the United States of America.

Witness:
TMUN YEW CHUNG,
Washington, D. C.

AMERICAN CHINA DEVELOPMENT COMPANY,
By (Sgd.) A. W. BASH, *Agent.* [SEAL.]

Witness:
THURLOW WEED BARNES,
New York City.

MEMORANDUM OF SUPPLEMENTAL AGREEMENT, BETWEEN THE IMPERIAL CHINESE RAILWAY ADMINISTRATION UNDER IMPERIAL SANCTION AND THE AMERICAN CHINA DEVELOPMENT COMPANY OF THE UNITED STATES OF AMERICA FOR THE ACQUISITION OF A LOAN FOR THE CONSTRUCTION OF A LINE OF RAILWAY FROM HANKOW TO CANTON.

This Supplemental Agreement is made in the 26th year of Kwang Su, Sixth month and seventeenth day, corresponding to thirteenth day of July, 1900, at Washington, and the contracting parties are:

The Director General of the Imperial Chinese Railway Administration Sheng (to be called herein the Director General), acting under authority of an Imperial Decree and the Imperial Chinese Railway Administration (to be called herein the Railway Administration) of the one part; and

The American China Development Company of the United States of America (to be called herein the American Company), of the other part;

Whereas, the main Agreement was signed at Washington by H. E. Wu Ting-fang, Minister and Envoy Plenipotentiary of the Imperial Chinese Government on the 24th day of the third moon of the 24th year of Kwang Su, corresponding to the 14th day of April, 1898, under the due sanction of an Imperial Decree as transmitted by the telegram of Tsungli Yamen under date of the 12th day of the third moon of the 24th year of Kwang Su, corresponding to the 2nd day of April, 1898, and also signed by A. W. Bash, agent of the American Company in Washington, and subsequently adopted by the said Company on the 22nd day of April, 1898; and,

Whereas, a preliminary survey as provided for in said main agreement has been made and a map showing the results of the same has been presented to and approved by H. E. Sheng; and,

Whereas, the said survey discloses that the work of construction will cost more than originally contemplated; and,

Whereas, a supplemental agreement has thus become necessary to provide for such additional money and for other details;

Now, therefore, for this and other purposes, it is agreed,

ARTICLE 1: It is originally stipulated in Articles 1 and 2 of the Main Agreement that the loan for the Canton-Hankow line is to be for not less than £4,000,000, the same to be calculated in American Gold, but that if this sum is not sufficient, it may be increased and more borrowed.

Imperial Chinese Government Bonds are to be issued for the entire sum similar to the Bonds of recent Chinese loans with the railway as first mortgage security therefor, but without pledging the Customs as guarantee.

Inasmuch as the actual amount of the present loan could be only decided by the estimates of the Engineer-in-Chief made after survey

and now that a preliminary survey has been made and on account of the extensions of the Ping Hsiang and San Shui lines being included in the estimates, as also on account of the unexpected physical difficulties which are now disclosed and which render the work of construction more laborious and expensive than was at first contemplated, it is HEREBY AGREED that the amount of the Gold Bond Loan should be liberally estimated and that a sum of 40,000,000 dollars, American Gold, will be required for building and equipping the Railway.

The American Company is hereby authorized to sell or hypothecate the bonds of such loan from time to time as money is needed for the work or as the money market will allow. But the provisions of the 1st and 2nd Articles of the Main Agreement must be followed in that instalments of so much at one time shall be paid in when interest on the amount so paid in will begin.

The 40,000,000 dollars' loan is to be issued at separate periods and in series not less than four, each series is to be in such amount as the Engineer-in-Chief may determine under direction of the Director General and the American Company in accordance with the extent of the work to be undertaken, so as to prevent the Chinese Government from suffering any undue loss in interest.

ARTICLE 2: The proceeds of this loan are to be used in the construction and equipment of the railway and its appurtenances from the City of Hankow to the City of Canton.

It has been estimated by the Engineer-in-Chief that the distance from Wuchang to Kwangchow with a detour to San Shui is 740 English miles, the branch line of Ping Hsiang 66 miles, the branch line of Yow Chou 25 miles, branch line of Siangtan 9 miles and sidings 78 miles, or a total of 918 miles.

The approximate estimate for the whole work, including materials, rolling-stock and for payment of interest during the several years' time occupied in construction and for contingencies is, altogether 36,538,000 Dollars American Gold. It is therefore AGREED with the American Company to borrow the nominal sum of 40,000,000 dollars. When the work is completed and if there is then a surplus in funds realized from the proceeds of the bonds the said surplus is to be at the disposal of the Chinese Government for use for either redeeming the bonds or being held in deposit in banks for payment to the American Company on account of interest on the Bonds or for the development or business beneficial to the Canton-Hankow Railway, all to be arranged at the proper time between the Director-General and the American Company.

ARTICLE 3: As a firm guarantee for these Bonds issued by the Chinese Government hereunder, the provisions of the Main Agreement that the entire Railway, together with all of its properties, shall be given as a first mortgage security therefor and be carried out in

accordance with the forms of the American law which are customary and usual in such cases. And it is hereby DECLARED that this Supplemental Agreement is to be taken as a mortgage, as is customary in America.

The provisions of this Supplemental Agreement in respect of the mortgage are to be construed and treated as of the same purport and effect as a mortgage customarily executed and delivered in the United States to a Trustee, for the purpose of securing loans to and bond issues upon railway properties.

It is further agreed that if the financial markets in the United States or elsewhere require the execution of another deed of mortgage, for the better protection of the bonds or require the appointment of another Trustee under American law, the American Company shall discuss the matter with the Director General, who will arrange the same as the exigencies of the case may require, the expense of the appointment of another Trustee in such case to be borne by the American Company.

ARTICLE 4: According to Article 1 of the Main Agreement, it is provided that the loan is to be paid in instalments from time to time, as the work shall advance; the first instalment is to be paid as soon as the survey and report of the Engineer-in-Chief of the American Company shall be approved by the Director General and subsequent instalments are to be paid from time to time as money may be needed.

It is hereby agreed that within eight months after this agreement is officially signed and ratified, the American Company shall pay the first instalment to meet requirements for the work, whether the proceeds come from the sale or hypothecation of the Bonds or from advances made, provided the appropriate series of Bonds for the required instalment of such loan shall then have been executed and delivered. If, after the expiration of twelve months from the date of ratification hereof, the work of construction shall not have been begun on the Main line, this Supplemental Agreement is to become null and void.

Of the proceeds realized from the sale of the Bonds after deducting so much of them as may be required to be kept in the United States for the purchase of materials and payments of contracts there, such amounts as may be estimated and certified to by the Engineer-in-Chief to the Board of Commissioners hereafter mentioned as being required for the construction of any particular section of the Main Line or branch lines shall be ordered by the Board of Commissioners after consideration to be transferred to Shanghai to be kept in such bank or banks as may be mutually agreed upon and placed to the credit of the construction account for the exclusive purpose of building such section or sections of the Railways herein provided for under the supervision of the Board of Commissioners.

The accounts of the money spent from time to time in the United States of America and of the money transferred to the credit of the construction and other accounts for use in China are to be submitted to the Board of Commissioners for examination and for report to the Director General for the information of the Tsungli Yamen and for his further report to the Government Bureau of Railways and Mines and the Board of Revenue for record therein.

ARTICLE 5: The date of the Bonds mentioned in the 2nd Article of the Main Agreement and of the Debentures mentioned in the 6th Article of the same Agreement shall be of even date with this Supplemental Agreement. Interest shall begin to run upon the bonds only from the date of their respective sales and deliveries to the public and due adjustment of such interest will then be made with the respective purchasers for any fractional period of time thereafter covered by the coupon next maturing. For the purpose of such adjustment the then current interest may be reckoned from the nearest first or fifteenth day of the month in which the sale and delivery occurs, as the case may be.

Coupons which have therefore matured are to be cancelled and delivered to the Chinese Minister in Washington for transmission to the Railway Administration.

As to the form of the Bond, it is to be agreed upon by the Director General or by the Chinese Minister in Washington, and the American Company at the same time as this Supplemental Agreement is signed, but if hereafter the money markets in New York or other countries require the modification of the form of the Bond, except in anything that affects the amount of the Loan, the rate of interest, the period of the Loan and the liability of the Chinese Government, which are not to be touched at all, such modifications may be made to meet the views of the money markets by the American Company in consultation with the Chinese Minister in Washington.

Any such modifications are to be at once reported by the American Company to the Director General for the information of the Tsungli Yamen.

The Bonds and the American debentures are to be engraved entirely in the English language and shall bear the facsimile of the signature of the Director General and of his Seal of Office, in order to dispense with the necessity of signing them all in person, as, owing to the distance being great and the bonds numerous, the transmission of same is difficult. But the Chinese Minister in Washington is to sign each of the Bonds and Debentures and put his Seal thereon, as a proof that the issue and sale of these Bonds, as well as the Debentures, are duly authorized by, and binding upon, the Chinese Government.

Such Bonds or American Debentures are to be numbered consecutively and as many Bonds or Debentures, whether American or Chinese,

as may be needed, are to be properly engraved under the supervision of the American Company.

The annual rate of interest for the Bonds is five per cent., according to the amount of their respective face value, to begin as herein provided; such interest is to be paid in American Gold.

The first mortgage bonds of the railways to be built under the provisions of this Supplemental Agreement are, as soon as they are engraved and signed and sealed by the Chinese Minister in Washington as hereinbefore provided, to be countersigned by the American Company.

The Chinese Minister in Washington and the American Company are to agree upon the selection of a proper Trust Company or Safe Deposit in New York to keep these bonds, subject to the needs and requirements of the American Company, so as to enable it during the progress of construction to sell these Bonds in separate lots from time to time, or hypothecate the same in order raise money to pay for the work of constructing and equipping any sections of the Main line, or any of the branch lines as may have been approved of by the Director General.

It is also agreed that the charge for the safe deposit of the Bonds is to be paid from the general accounts of the railway; beyond this, all expenses for the sale of the Bonds and such-like, are to be borne by the American Company.

It is likewise agreed that the American Company, for the purpose of raising funds for the construction and equipment of the railway, may, at any time notify in writing the Trust or Safe Deposit Company with whom the bonds are deposited, to withdraw therefrom the number of bonds they may require and thereupon the Trust or Safe Deposit Company simultaneously with any such withdrawal and delivery or deliveries of the same to the American Company, shall forthwith notify the Chinese Minister in Washington, and, in his absence, the Chinese Legation of the respective withdrawals and deliveries while, at the same time, the American Company is similarly to notify the Director General with the object of enabling him to report thereon to the Tsungli Yamen and the Government Bureau of Railways and Mines and the Board of Revenue.

The amount of the first mortgage bonds in the sum of 40,000,000 Dollars is thus fixed in pursuance of the provisions of the Main Agreement for the purpose of constructing and equipping (in accordance with the survey and estimates of the Engineer-in-Chief as approved by the Director General), the main line of the Canton-Hankow Railway and of meeting the requirements for the performance of all matters provided for in these Agreements; but if, for the purpose of building any branch lines or the extension of the Main Line, which may hereafter be requested by the American Company and for which

the Imperial approval shall have been already obtained through the Director General, more funds are needed, a further issue of Bonds may be made; estimates for such branch lines and extensions shall be reported by the Board of Commissioners to the Director General for approval.

On the face of these first mortgage bonds shall be expressed the value thereof in the sum of 500 Dollars or 1,000 Dollars gold, or in such different amounts as the Chinese Minister at Washington may sanction.

The Chinese Ministers residing in any foreign countries shall comply with any request for the issuance of any certificates for the verification of these Bonds and answer any relevant inquiries that may be made in regard to them, for the information of the money markets in order to insure a better sale of the bonds.

It is further agreed in accordance with the provisions of the 2nd Article of the Main Agreement that the Railway which is to be built according to the estimates of the Engineer-in-Chief, together with all its appurtenances, shall be and is hereby given as a guarantee under first mortgage as hereinbefore provided for the payment of principal and interest of the Loan at maturity thereof.

If any of the Bonds and Debentures are lost or destroyed, a re-issue of any thereof is to be made in the amounts respectively called for by such lost or destroyed bonds or debentures, but proper proof of the loss or destruction must be given in the usual form to the American Company and the Chinese Minister in Washington for examination and record, and the requisite guarantee is to be obtained by the American Company from the respective claimants concerned.

It is likewise agreed that an additional issue of bonds to the extent of not exceeding 2,500,000 Dollars Gold may be made in such series as may be required for the purchase of lands for the railway, in addition to the amount which the Engineer-in-Chief has already included in his estimates for the termini he has surveyed in Canton and in Wuchang and exclusive of what the Chinese Railway Administration may provide from its own resources for the purpose.

The bonds of these additional issues referred to in this article are to be sold under the same conditions and treated in the same manner as the Bonds mentioned in Article 1 of this Agreement, and with the same guarantee and mortgage security.

ARTICLE 6: The Director General shall, as far as may be conveniently practicable, use the present office of the Railway Administration as the place for the Chief Office of the business of the Railway and when the work of construction is ready to begin, the Director General shall, in accordance with the provisions of the 5th Article of the Main Agreement for the creation of a Bureau or Department analogous to that for the Chinese Imperial Maritime Customs, appoint a Board for

Supervising the construction and operation of the railway, to be called the Board of Commissioners, which shall, as far as may be conveniently practicable, be located in the building of the Chinese Railway Administration for the greater convenience of transacting business; the members thereof shall be five, of whom two are to be Chinese selected and appointed by the Director General; and, besides the Engineer-in-Chief, there shall be two Foreign members selected and appointed by the American Company. The salaries of these five members are to be fixed by the Director General and the American Company and to be paid from the general accounts of the Railway. In case of disagreement between the Chinese and Foreign members, the matter shall be referred to the Director General and the Agent of the American Company resident in China for adjustment in an amicable way.

The appointments and functions of all the employees of the Railway, Chinese and foreigners, with the exception of the Engineer-in-Chief, who shall be nominated by the American Company and approved by the Director General, as well as their salaries, including those of the officials of high rank referred to in the following paragraphs, are to be made and fixed by the Board of Commissioners and reported to the Director General. In the case of important appointments, the same shall first be reported to the Director General by the Chinese members of the Board. As the progress of the construction reaches any particular province the appointment under Imperial Sanction of a Chinese Official of high rank shall be made in such province by the Director General for facilitating the settlement of any local matters with the provincial government concerned.

For the service of the Railway any Chinese of Official rank and competent for the work may be recommended by the Board of Commissioners to the Director General for employment under the formality of a letter of appointment.

For the important offices of the Railway, foreigners of ability and experience shall be employed. In the Engineering and Traffic Departments competent Chinese may also be employed; and all employees, whether Chinese or foreigners, if incompetent in their work or unsatisfactory in their behavior, may be dismissed at any time by the Board of Commissioners and reported to the Director General. The Chinese and foreign members of the Board when sick, or absent, may be represented at the Board by available substitutes, and in the case of the Chinese members, the substitutes must be approved by the Director General, and in case of the foreign members, by the American Company.

The School for the education of the Chinese in the construction and operation of railways shall be left to the Board of Commissioners to carry out, subject to report to, and approval by, the Director General.

The accounts of the disbursements and receipts of the Railway are to be kept by a Chief Accountant, whose records and books are at all times open to the inspection and examination of the Board of Commissioners. All the accounts of the Railway construction and operation in China are to be kept in Shanghai currency in the Chinese and English languages, with the combined signatures of a Chinese and a foreign official. The staff of the Chief Accountant's Department shall be composed of Chinese and foreigners, who must be satisfactory and reliable men.

ARTICLE 7: Under the provisions of Article 2 of the Main Agreement the properties covered by the first mortgage security hereby created consist of the Railway, its property and equipment; said mortgage to be executed by a deed in the usual form as contemplated by Paragraphs 1 and 2 of Article 3 hereof. But subject to the mortgage and guarantee thus given by the Chinese Government, it is hereby declared that this Railway is in fact a Chinese property. All the lands that may be required for the Canton-Hankow line, as also for its future extensions and branch lines, as approved by the Director General, and for the double-track sidings, stations, repairing shops and car sheds to be provided in accordance with the detailed plans now made or hereafter to be made by the Engineer-in-Chief, and approved by the Director General, shall be acquired by the Railway Administration, whether in whole or in part, according to the means at its disposal at the actual cost price of the same.

The titles to the rights-of-way for the track and of all other lands shall be free from all encumbrances or entanglements and shall from time to time, as soon as secured, be registered in the name of the Railway.

For such money as may be provided by the Chinese Railway Administration for the purchase of the rights-of-way and all the needed lands, there shall be allowed yearly interest at six per cent. per annum upon the cost of the land, to be paid by the Railway after the fixed charges and maintenance and the interest of five per cent. on the Bonds shall have been met.

It is further agreed that the price of the land bought by the Chinese Railway Administration shall be reasonable and of the actual cost.

Such lands are to be purchased by the Railway Administration from time to time, as required, in conformity with the surveys heretofore or hereafter to be made by the Engineer-in-Chief or his assistants, under the instructions and subject to the approval of the Director General. Current reports of those purchases (together with the appropriate title deeds of the same) are to be transmitted by the Railway Administration under the direction of the Director General to the local Agent of the American Company, for record and preservation in its office in Shanghai, and for the purposes of establishing the

first mortgage security (and thereafter for return to the Railway Administration), as hereinafter in this Article generally provided in respect of railway lands and properties, it being understood that no purchases of considerable bodies of land, on account of the railway, especially outside of the survey limits—as above indicated—will be sought to be made without previous conference thereon between the Director General and the Agent of the American Company in China.

If the American Company are hereafter called upon to provide the means in whole or in part for the purchase of the lands and rights-of-way required for the Railway (and in the event that the Railway Administration do not make such purchase at their own expense), they, the American Company, will not be expected to make any final payments for such lands or rights-of-way before the same have been surveyed and staked-out by the Engineer-in-Chief or his authorized deputy and the titles thereto or sufficient agreements to secure and convey such titles (for a continuous strip of land not exceeding 100 feet in width between the respective termini of the railway, besides the necessary station grounds), shall have been duly secured on behalf of the Railway by the Railway Administration or Imperial Government and have been duly lodged for safe keeping with the Agent of the American Company.

The amount to be paid by the Chinese Railway Administration for any land exclusive of the terminals the Engineer-in-Chief has already allowed for in his original estimates, shall, altogether, not exceed the sum of 2,500,000 Dollars Gold, for which yearly interest at the rate of six per cent. shall be allowed to the Railway Administration from the receipts of the Railway. These lands may be paid for in railway obligations to be known as "Rights-of-way Scrip," which shall receive the above six per cent. interest. Full and detailed records of all such scrip-issues and of the purpose for which the same are issued are to be kept by the Railway Administration, subject to inspection of the Board of Commissioners with proper provision for the annual registration of interest payments made thereon.

It is further agreed that if the American Company is called upon to provide means for the acquisition of the lands, whether by the sale of bonds, or by advances from other sources, the Chinese Government guarantees to procure and protect all the lands that are required for the rights-of-way for the purpose of enabling continuous construction from both ends and the same shall be as speedily bought as possible, according to the plans and surveys submitted by the Engineer-in-Chief.

The title-deeds of all such lands shall, as soon as bought, be made out in the name of the Railway and given over to the custody of the Agent of the American Company, according to the provisions of this Supplemental Agreement.

It is also agreed that the lands thus bought, whether from Chinese or American advances, shall be free from all entanglements arising from removals of graves or from prejudices of *Fengshui* and shall be conveyed by full and sufficient deeds of title and deeds of assignment, according to Chinese law, all of which are to be kept and recorded in the Shanghai office of the American Company and be held by it as a first mortgage security for the Bonds under the provisions of this Supplemental Agreement, until such time as principal and interest of the bonds, together with all foreign indebtedness shall have been paid off and the same shall then be returned to the Chinese Railway Administration.

For the proper protection of the first mortgage security, the Chinese Government (according to the provisions of the Main Agreement), undertakes that until the bonds shall have been redeemed and the yearly interest thereon shall have been settled up and the net profits due on the American Debentures shall have been paid, no part of the lands comprised in the mortgage security, or of the railway with all it appurtenances shall be transferred or given to another party or shall be injured or the rights of the first mortgage in any way impaired. It is likewise agreed that until the principal and interest of the loan and all indebtedness shall have been paid off or unless, with the express consent in writing of the American Company, the Chinese Government or the Chinese Railway Administration shall not again mortgage the above properties to another party, whether Chinese or foreign. During the period of this Agreement no taxes shall be levied by the Chinese Government on the Railway and its appurtenances, nor on the receipts and disbursements of the same, or on the funds required for the payment of the Bonds and Coupons, or held in reserve for the purposes of the Railway.

It is also agreed that if the semi-annual interest of the first mortgage bonds is not paid on any due date thereof, or if the principal of the loan remains unpaid at maturity of the same, the whole Railway with all its appurtenances herein mortgaged to the American Company for the bondholders, shall be handed over to the American Company to be dealt with by it according to law in such manner as will insure the proper protection of the interest of the bondholders. When the whole loan and the interest due thereon and all indebtedness shall have been paid off, the railway, with all its appurtenances, in good working condition, shall revert to the possession and management of the Chinese, according to the provision of the Main and Supplemental Agreement.

ARTICLE 8: The surveys and plans heretofore made by the Engineer-in-Chief having been of a preliminary nature, it is Understood and Agreed that as soon as the railway is about to be constructed and before the construction of any section thereof is begun, a further and

final survey is to be made of the section or sections concerned, wherever the same is necessary. In such case detailed plans and estimates of cost, whether of the respective sections of the main line, or of any extensions, branches or alterations of the same, are to be submitted to the Board of Commissioners for the approval of the Director General in the same manner as heretofore observed in the case of the preliminary survey.

ARTICLE 9: It is provided in the 4th Article of the Main Agreement that all materials shall be purchased in the open market at the lowest prices obtainable; that products of the Hankow Iron Works and Chinese materials are, wherever practicable, to be preferred; that beyond the remuneration mentioned in the preceding part of that Article, there shall be no commission allowed. All these stipulations in the Main Agreement are to be observed. But, as to the point of purchasing in the open market of all materials, the Director General shall have the right to exact that all such materials shall be of good and satisfactory quality.

All trade discounts, or rebates, if any, are to go to the Construction Account.

ARTICLE 10: In Article 3 of the Main Agreement, it is provided that in the construction of the trunk line or branch lines in the operation of the Railway and in the performance of the different kinds of business connected with the Railway no interference or obstruction by the Chinese or foreigners will be permitted, &c. The foregoing is understood to mean that not only the Chinese Government is specially requested to provide protection for the Main line and branch lines, whether while in construction or in operation, but also, that the properties of the Railway and combined enterprises of the Chinese Administration and American Company, as also the Chinese and foreigners employed therein, are to enjoy the utmost protection from the local officials, civil and military, in the Provinces through which the railway shall pass, particularly on occasions of local disturbances and of obstructions by natives. The Board of Commissioners are authorized to maintain a railway police of Chinese, with Chinese and foreign officers for the protection of the railway along the line and the properties of the same. Their wages and maintenance are to be wholly defrayed by the railway. In the event that the railway may require further protection by the military forces of the Imperial Government or by those of the Provinces concerned, the same will be duly requested by the Director General and promptly afforded, it being Understood that such military forces, although freely transported by the railway, are to be maintained at the expense of the Government or Province, as the case may be.

ARTICLE 11: What is stipulated in Article 7 of the Main Agreement with reference to the signalling service of the railway is understood

to mean the telephones and telegraphs that are required for the working the Main and branch lines.

These are exclusively to be for the use of the Railway only and are not to interfere with the business of the Telegraph Administration.

Hereafter, if any enterprises shall be desired that may be of benefit to the Chinese Government and adjunct to the business of the railway, or contributary to the support of the Railway and beneficial for the development of the traffic of the same, such as steam-ferries, warehouses, and the like, or other than the usual railway work and repair shops, the American Company shall be permitted at all times to discuss with the Director General for the devisement of means to carry these enterprises into effect.

ARTICLE 12: According to Article 6 of the Main Agreement the form of the net profit sharing debentures is to be agreed upon between the Director General or the Chinese Minister at Washington and the American Company.

These American Debentures carry no fixed interest; they are to have a term of fifty years and a declared face value of 500 or 1,000 Dollars each, and also, are to be issued to the American Company at the same time as the first mortgage bonds, and in amounts proportionate to the respective series of such bonds to the amount of one-fifth of the aggregate thereof. And it is Understood that if, hereafter, there is an issue of the first mortgage bonds in excess of the requirements of the railway, and such excess is retired or cancelled, a like proportion of American Debentures shall likewise be subject to retirement or cancellation.

Before the expiration of the term of fifty years, the Chinese Administration shall have the right to redeem the American Debentures at their face value. After the expiration of fifty years the American Debentures shall be null and void. But if any net profits shall have accrued on such debentures prior to their redemption or maturity, said accrued net profits must be paid before the same are cancelled.

The Chinese Railway Administration is entitled to issue and receive like net profit sharing Debentures (to be in form appropriate for use in China and unlimited in their term, as also without redemption features), to an amount equal to the remaining four-fifths of such total first mortgage bond loan. These Chinese Debentures may be issued, in whole, or in part, whenever desired by the Director General, but the net profits will be retained and used by the Railway Administration for the purpose of accumulating a fund to be derived from such share of net profits as may accrue thereon wherewith to pay off any first mortgage bonds which may from time to time be redeemed under the provisions of this Agreement, or for generally reducing or ultimately discharging railway loan obligations whenever desirable, by means of the profits of the Railway. But such Chinese

Debentures may, however, be used in part by the Railway Administration, if necessary, in payment for rights-of-way or other lands which are essential to the Railway and which cannot otherwise be conveniently acquired by it.

The yearly income of the Railway shall be subject to a deduction of all working expenses, cost of maintaining and repairing the Railway, the renovation or replenishment of engines and rolling-stock, and all expenditures connected with the business of the Railway and subject to the payment of the interest on the Bonds at 5 per cent. per annum (and of interest at six per cent. per annum on the cost of the land provided by the Chinese Administration, or provided by an advance by the American Company); whatever is left of the gross income is considered to be net profits, of which one-fifth is to be given for division *pro rata* among the holders of the American Debentures.

The American Company are hereby appointed the Trustee for the purpose of the issue of the Bonds and the American Debentures and the registration and the redemption of the same, as also of the paying of the interest on the Bonds and the distribution of net profits and such other duties as appertain to a Trustee.

If the first mortgage gold bonds shall have been all redeemed, according to the provisions of this Agreement, before the net-profits-sharing debentures of the American Company have been redeemed, or shall have lapsed by effluxion of time the American Company shall be permitted to have a Representative in the Railway Office (whose salary is to be paid by the Railway Administration) to inspect the accounts of the Railways.

The duties of this officer are those of an accountant, who is to protect the interest of the holders of the American Debentures until such time as such debentures shall have all been redeemed or lapsed by effluxion of time when the further services of such accountant shall be dispensed with.

ARTICLE 13: By way of facilitating the issue of and dealing in the Gold Bonds by the New York Bankers, and in order that the same may find a market in London, as well as in New York or elsewhere, it is Agreed that the buyers of the Bonds may be allowed hereafter to receive the interest, either in American Gold or British Sterling, according to their wish, the Chinese Government in such case calculating and remitting the amount of the interest in American Gold, but not being responsible for any loss or gain in the Exchange when desired by the Bondholders to be converted into any other foreign currency.

ARTICLE 14: All materials of any kind that are required for the construction and operation of the Main Line or branch lines, and the adjunct business is thereof, whether imported from abroad or from

the Provinces to the location of the works shall (following the precedent of the Northern Railway), be exempted from Customs duties and Likin. The Bonds of this Loan, together with their coupons, debentures and the income of the Railway, shall be free from imposts of any kind by the Government of China.

As to the Likin for freights and passengers which may be transported over the lines from, to, or through the different provinces, the Director General will confer with the Government Bureau of Mines and Railways and the Board of Revenue for the devisement of proper means to protect the traffic of the Railway and to protect shippers who may utilize the Railway for the movement of their goods from illegal impositions and other abuses. If the arrangement for levy of Likin over other Railway lines in China is found to be more advantageous than that of the railways mentioned in this Supplemental Agreement, the same advantages shall be extended to and enjoyed by the Canton-Hankow Railway and by the shippers who make use of the same.

ARTICLE 15: It is Agreed that during the time of the construction of the road, the yearly five per cent. interest on the Bonds and of six per cent. on the amount spent in the purchase of the rights-of-way is to be paid from the proceeds of the loan. The accruing interest from any proceeds of the loan not used during the period of construction and the earnings from the operations of any sections as they are built are to be used to make up the amount required for the payment of the said interest and if any deficiency remains it is to be met from the proceeds of the loan.

When the construction of the road is wholly completed, the interest on the Bonds and rights-of-way are to be paid from the earnings of the road every half year, and the 1st day of May and 1st day of November of each year are fixed as the periods for those payments. It is hereby Agreed that twenty-one days previous to each such period the Railway Administration will provide the necessary amount therefor in Shanghai currency, and after ascertaining from the local banks the market rate of Exchange between silver and gold,—the amount required will be handed over to the representative of the American Company in Shanghai for remittance to the Banks in New York, or other appropriate places. As to the American Debentures for the net profits when there are profits accruing from the working of the Railway the accounts after adjustment of profit and loss are to be made up once every year and such net profits (as appear to be payable under the provision of this Agreement after the yearly accounts are thus made up), are thereupon to be handed over to the Agent of the American Company for remission and payment over to the holders of the American Debentures. The cost of such remittance (which is to be made by the Agent through the banking agencies that may be established by him in China at the cheapest usual rate of the local banks),

is to be charged to the general accounts of the railway, but nothing more than the amount allowed by the customary rate is to be demanded.

The Chinese Government undertakes and hereby promises to pay the interest on the loan on the due dates fixed therefor. If at any time the earnings of the Railway and the proceeds of the loan are not sufficient to pay the interest of the Bonds, the Railway Administration is to devise means for supplying the deficiency and should its inability to do so appear to be probable, the Director General will memorialize the Government to take measures to take up the deficiency from other resources, and thus be ready to pay off the indebtedness and to enable the required amount to be placed in each case at least twenty-one days previous to the due date of such interest in the hands of the Agent or other proper representative of the American Company in Shanghai.

ARTICLE 16: In places along the line of the railway where the American Company have no banking agencies or where they do not intend to establish any banking agencies, business relations are to be cultivated with the Chinese Imperial Bank and its local agencies, it being the intention of the American Company to utilize the Imperial Bank as much as practicable for facilitating the movement of the funds.

ARTICLE 17: The object of making this Supplemental Agreement of equal force with the original agreement is to permit of the benefits being transmittible by the American Company to their successors or assigns, but the Americans cannot transfer the rights of these agreements to other nations or people of other nationality. It is further Agreed that without the express consent in writing of the Director General and the American Company, no other rival railway detrimental to the business of the same, is to be permitted, and no parallel roads to the Canton Hankow Line are to be allowed to the injury of the latter's interest within the area served by the Canton Hankow Main Line or branch lines.

ARTICLE 18: If, on account of contingencies beyond the control of the American Company, such as war or great political changes in China or elsewhere, occurring before any issue of the prospectus of an important series of bonds of the loan hereby concerned, the foreign money markets are affected or the construction of the Railway is so obstructed that work cannot be carried on, the American Company will be allowed a reasonable extension of time for floating such loan or the bond issues thereof or for the commencement or completion of the construction of the railway.

But if the bonds have been already issued and interest already become payable on the loan then the work cannot be suspended or postponed unless subject to the exceptions mentioned in the preceding paragraphs.

In Article 7 of the Main Agreement it was agreed that the work of construction should be finished within three years, but that in case of

unforeseen events or war causing stoppage of work in a manner beyond the control of the American Company, due consideration should be given for an extension of time. It is hereby Agreed that from the date of the ratification of this Supplemental Agreement a limit of five years is allowed for the completion of the whole line, subject to the preceding exceptions mentioned in this Article.

In Article 8 of the Main Agreement the duration of the loan is fixed at fifty years.

This period, together with the period of the American Debentures, is to be reckoned from the date of the ratification of this Supplemental Agreement, but no interest will be paid on any bonds which may be redeemed under the terms hereinafter mentioned after the redemption thereof.

ARTICLE 19: In accordance with the 10th Article of the Main Agreement the American Company has heretofore deposited in the Central Trust Company of New York the sum of 100,000 Dollars gold. Now, it is conceded by arrangement that as soon as this Supplemental Agreement is ratified by the Chinese Government and the American Company, the Director General will telegraph to the Chinese Minister in Washington to notify the Central Trust Company to turn over the amount now deposited with it to the American Company, in order that the same may be utilized for the operations of the latter, it being Understood that among these operations precedence will be given to the prompt beginning of the work on the Ping Hsiang branch.

If it is necessary for the Director General to simultaneously notify the said Trust Company, he undertakes to also do the same.

ARTICLE 20: In the operation of the railway the tariff for fares and freights is to be prepared by the General Traffic Manager and submitted to the Board of Commissioners, who shall, after due consideration of existing tariffs of other railways in China, approve an economical rate.

The General Traffic Manager is likewise authorized to make arrangements, subject to the approval of the Board of Commissioners, with connecting railways of other companies for through rates of fare and freight.

In case of military operations, whether on account of foreign war or internal insurrection, the movement of troops, ammunitions and stores by the Chinese Government and in case of famine or other great public calamity, the despatch of relief shall on the requisition of the Director General, have preference over the line at half of the tariff rates. Nothing to the injury of China shall be allowed to be carried over the line or the same be used to the detriment of the Government.

ARTICLE 21: If, at any time within the term of this Agreement, the Chinese Railway Administration receives instruction from the Chinese Government to redeem and cancel any of the first mortgage

bonds or any of the American Debentures, the Director General shall, not less than four months previous to the proposed redemption, notify in writing the Agent of the American Company resident in Shanghai, declaring the number of the bonds or the number of American Debentures so required to be redeemed and cancelled.

The Agent of the American Company shall, immediately on the receipt of such notice in writing, proceed to make arrangements for the desired redemption by drawing lots and taking other proper steps in the way customary in New York of the number of bonds or of American debentures in such quantity as may be required. And as soon as the Railway Administration under instructions from the Chinese Government, shall remit the proper amount, according to the redemption price of the bonds or the redemption price of the American Debentures, together with the interest due on the bonds or the net profits due on such Debentures, a notice of such redemption shall be published in two of the most prominent newspapers in New York and in such other financial centres as may be agreed upon with the Chinese Minister in Washington for four weeks. At the expiration of the four weeks and on the day fixed for the redemption, the American Company shall cause the usual lots to be drawn for the redemption of the bonds or of such debentures and shall pay over the respective prices of the same to their respective holders and shall thus redeem the bonds or debentures and cancel them, and thereupon the same are to be delivered to the Director General or to the Chinese Minister in Washington for return to the Director General.

All the first mortgage bonds and the American Debentures shall express that they are redeemable at any time on the conditions mentioned in the preceding paragraph and shall state that the payment of any interest for the bonds and participation of any of the net profits by the American Debentures so drawn by lot, shall entirely cease from the date mentioned by the published notice of the American Company. The amount required for the redemption shall, however, have to be got ready and be placed in the hands of the American Company before such redemption is carried out.

The first mortgage bonds, if redeemed within twenty-five years from the date they were originally issued, shall be paid for with a premium of two and one-half per cent. over their face value (*i. e.*, 102½ Dollars will be required to pay for 100 Dollars gold), but after the twenty-five years from the date of issue to the expiry of the term of the loan the bonds so redeemed shall be paid for without any premium whatever. If any interest is still due on any of the bonds at the time of redemption, such interest shall have thereupon to be paid in full. As to the American debentures, if they are redeemed within the term of their duration, they are to be paid for according to their face value, and if such debentures run to the end of their term, they become null

and void and no price need be paid on them nor need they be redeemed, but any net profits still due on them shall have to be fully paid up according to their amounts before the same are cancelled.

ARTICLE 22: If any proceeds of the sale of the Bonds are lying unused and bearing interest on their deposit while the construction of the railway is going on, such interest is to go to the general account of the Chinese Railway Administration in order that the Railway Administration may enjoy the full advantage thereof.

It is also agreed that if the American Company shall find it necessary, before the sale of any of the bonds, to advance any money for the work, the expense of effecting such advance, together with the interest thereon, not exceeding a charge of six per cent. per annum, shall be deducted from the interest derived from the above-mentioned unused proceeds of the sale of the bonds or otherwise to be provided for in the construction accounts. It is further agreed that the proceeds of the first sale of the bonds immediately following any such advance shall be used to pay off the said advance so as to save the cost of the aforesaid charge.

ARTICLE 23: If any of the bonds still remain unredeemed when the fifty years of the term of the loan are about to expire, the Director General will, within two years preceding the expiry of the said term, negotiate, by writing, with the American Company for an extension of the term of the loan and if six months shall have expired after such negotiation in writing and no definite arrangement shall have been come to, the Chinese Government shall be at liberty to take steps to devise means for elsewhere procuring funds to pay off the loan and to redeem the bonds and cancel the mortgage.

ARTICLE 24: It is hereby agreed that as concerns all matters in these agreements, whatever provisions are contained in the Main Agreement and are not mentioned in this Supplemental Agreement are to prevail.

ARTICLE 25: Although the Ping Hsiang branch was not originally included in the Main Agreement, yet seeing that Coal Mining operations have recently been begun thereon by the Chinese and that the prompt construction of this section (in order to reach the point of nearest water transportation, at Lukow), is now deemed by the Chinese to be of urgent necessity, and seeing also that such branch was included in the plans and estimates of the American Company's Chief Engineer for construction (subject to the approval of the Director General) in connection with the Main Line and that provisions to this end have been included in this Supplemental Agreement (In article 1, 2 and elsewhere), and also that Captain Rich, the Engineer of the Railway Administration has already begun work on the line at or near Ping Hsiang with funds supplied by the Director General, it is now agreed that:

If the American Company, on or before the first day of September, 1900, fails to begin work on this branch from the funds to be provided from the loan or otherwise, or does not take the line over at the actual cost thereof as may then have been incurred in the construction of the same under the supervision of Captain Rich, the said branch line (from Ping Hsiang to Lukow), may be withdrawn from the operation of this Supplemental Agreement and the Director General thereupon be free to adopt other measures for its construction. In such case the various references to such branch line in this Supplemental Agreement are to be considered as cancelled. But until the said date of September 1st, 1900, the American Company is free to so commence work on this branch, or to take over the same at the cost of such work as Captain Rich may then have done thereon.

ARTICLE 26: This Supplemental Agreement is written in the Chinese and English languages in five originals, viz.: One for the Tsungli Yamen, one for the Government Bureau of Railway and Mines, one for the Chinese Legation in Washington, and one for each of the contracting parties.

If there are doubts as to the meaning of the text, the English version is to be taken as the true one.

Dated the 26th year of Kwang Su, seventeenth day of the 6th month corresponding to the thirteenth day of July, 1900, at ———

The Chinese Minister at Washington duly designated hereto by the Director General of the Chinese Railway Administration, has hereunto set his hand and the Seal of his Office, subject to the sanction and ratification of the Imperial Chinese Government.

And the American Company hereby signs its Corporate name and affixes its Corporate Seal by the hands of its duly authorized Officers, the day and year above written.

AMERICAN CHINA DEVELOPMENT COMPANY,
By JOHN FRENCH, *President.*

[L. S.] Attest:
HENRY H. GRAFF, *Secretary.*

WU TING-FANG. [SEAL.]

Approved.
F. W. WHITRIDGE.

NOTES EXCHANGED BY THE CHINESE MINISTER IN WASHINGTON AND THE SECRETARY OF STATE OF THE UNITED STATES ON THE STATUS OF THE AMERICAN CHINA DEVELOPMENT COMPANY IN ITS RELATION TO THE CANTON-HANKOW RAILWAY.

No. 1.

No. 33.] CHINESE LEGATION,
Washington, May 10, 1904.

SIR: I have the honor to inform you that, in view of the present condition of the American China Development Company, the control of which has passed into other than American hands as stated in the enclosure to my informal note of the 29th of January last, I am instructed by my Government to inquire,—(1) If the American China Development Company is considered by the United States Government to be a bona fide American Company; (2) If the United States Government will maintain the sole right to deal with all diplomatic matters affecting the interests of this Company; (3) If the United States Government will take steps to make public its position concerning the Canton-Hankow Railway and its intention to protect the Railway's interests.

Accept, Sir, the renewed assurances of my highest consideration.

CHENTUNG LIANG CHENG.

Honorable JOHN HAY,
Secretary of State.

No. 2.

No. 41.] DEPARTMENT OF STATE,
Washington, May 11, 1904.

SIR: I have the honor to acknowledge the receipt of your note of the 10th of May, in which you inform me you are instructed by your Government to inquire:—

1. If the American China Development Company is considered by the United States Government to be a bona fide American Company;

2. If the United States Government will maintain the sole right to deal with all diplomatic matters affecting the interests of this Company;

3. If the United States Government will take steps to make public its position concerning the Canton-Hankow Railway and its intention to protect the Railway's interests.

To which I have the honor of replying as follows:

1. The United States Government considers the American China Development Company to be in good faith an American Company.

2. The United States considers that, as the Company is at present organized and conducted, this Government alone has the right to deal with diplomatic questions affecting the interests of the Company.

3. The United States will make public its position concerning the Canton-Hankow Railway, and its intention to interpose its good offices on all proper occasions in the interests of that railway.

Your Excellency will understand that this Government reserves its right to cease its recognition and its assistance of the above mentioned Company in case of any change in its organization or conduct which may seem to justify such action on the part of this Government.

Accept, Sir, the renewed assurance of my high consideration.

JOHN HAY.

Sir CHENTUNG LIANG-CHENG, K. C. M. G.,
etc., etc., etc.

No. 38.

FRANCE.

CONCESSION FOR BUILDING A RAILWAY FROM PAKHOI TO THE WEST RIVER.[a]

M. HANOTAUX TO M. PICHON.

[Translation.]

(PARIS,) *2 May, 1898.*

The recent reports of our Consular Agents show the interest we have in developing means of access (*voies de pénétration*) in the region of Kwangtung and Kwangsi which borders the Gulf of Tongking. Be good enough to ask the Chinese Government for the Concession, to a French Company, of a railway destined to connect the port of Pakhoi with a point to be fixed upon on the course of the West River: such concession to be made on the lines of the contract entered into in June 1896, for a railway from Dong-dang to Lungchow.

M. PICHON TO M. HANOTAUX.

(PEKING,) *28th May, 1898.*

The Chinese Government consents to our request for a railway from Pakhoi to the West River. It is understood that the French, or the Franco-Chinese Company only, may construct all railways having Pakhoi as their starting point.

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[a] *Documents Diplomatiques, Chine, 1894–1898*, pp. 53, 54.

No. 39.

GREAT BRITAIN.

CONTRACTS FOR THE SHANGHAI-NANKING RAILWAY.

1. PRELIMINARY AGREEMENT, SIGNED MAY 13, 1898.
2. FINAL AGREEMENT, SIGNED JULY 9, 1903.

I.

PRELIMINARY AGREEMENT FOR BUILDING A RAILWAY FROM SHANGHAI TO NANKING.

SIGNED AT SHANGHAI MAY 13, 1898.

This preliminary agreement is made between Sheng Tajen Director General of the Chinese Imperial Railway Administration acting under authority of the Imperial Chinese Government of the one part and the British Firm of Jardine, Matheson & Company for themselves and on behalf of the Hongkong and Shanghai Banking Corporation representing as joint Agents a British Syndicate hereinafter called The Syndicate.

It is agreed as follows:

1. The said Director General of the Chinese Railway Administration authorises the Syndicate to issue a sterling loan for an amount not exceeding three million sterling in such manner and on such terms as the Syndicate may decide, but on terms and conditions as between the Syndicate and the said Director General of the Chinese Railway Administration as are hereinafter detailed.

The loan shall be issued as soon as possible after the signing of a final agreement and is designed to raise the capital for building which the said Sheng Tajen is authorised by Chinese Imperial Edict to construct from Shanghai to Nanking.

2. The building capital thus provided for is to include interest on itself during the period of construction and the said Chinese Railway Administration undertakes to buy and pay for the land required for the sections now referred to i. e. Shanghai to Nanking in accordance with plans and surveys to be approved by the Agents of the aforesaid Syndicate and the said Director General.

3. The rate of interest for the loan shall be 4½% (four and one-half per cent) on the nominal principal issued by the Syndicate and shall

be paid by the Syndicate out of the monies so raised for three years from date of issue or up to such nearer date as that on which the lines referred to are completed. After the said three years the said interest shall be provided by the said Railway Administration in Shanghai in accordance with the amounts and dates of a schedule to be drawn up.

4. The terms of loan shall be fifty years and commencing two years after completion of the lines referred to or in any case five years after payment of loan in whole or in part repayment of principal shall be made by a sinking fund which shall be paid by the said Chinese Railway Administration in half yearly instalments in accordance with the amounts and dates of the said schedule and the amortization shall not be increased nor reduced nor shall the loan be converted or redeemed by the Chinese Railway Administration or in any other manner without the assent of the said Syndicate provided always that on twelve months notice being given by the said Railway Administration they have the right to redeem the whole loan still outstanding at par at the end of twenty five years from from date of the Final Agreement or at 102½ after 12½ years.

5. The total half yearly payment due for amortization and interest shall be paid as aforesaid to the Agents of the said Syndicate in Shanghai fourteen days before the due dates mentioned in the aforesaid schedule in Shanghai Sycee sufficient to meet such payments in sterling in London the rate of exchange for which shall be settled with the Hongkong and Shanghai Bank on the said date of payment.

6. To provide for the possibility of the revenue of the aforesaid railway at any time being insufficient to cover the sums so due for interest and amortization a clause is to be mutually agreed to as to satisfactory security before signature of the Final Agreement.

7. The Syndicate shall issue and is hereby authorised to issue to subscribers to the loan now contracted Bonds for the total amount of the loan in pounds sterling in such and for such respective amounts as may appear advisable to the Syndicate which shall arrange the wording in agreement with the Director General of the Chinese Imperial Railway Administration and these Bonds shall be sealed or signed by the Minister for China in London and the Director General of Chinese Railway Administration subject to Final Agreement.

8. This loan shall be secured by mortgage now entered into in equity and to be hereafter entered into specifically on the railway now being completed between Woosung and Shanghai and also on all lands material rolling stock buildings and property and premises of every description purchased and to be purchased by the said Railway Administration for the railways herein referred to and on the revenue of all descriptions derivable therefrom and the Chinese Imperial Railway Administration hereby order and guarantee that no further mortgage or loan shall be created or permitted on the said lines and other securities without the written sanction of the aforesaid Syndicate.

9. The Deed of Agreement shall be executed in quadruplicate and confirmed by Chinese Imperial Edict; one copy to be retained by the Railway Administration one by the Tsungli yamen one by the British Minister in Peking and one by the Syndicate and should any doubt arise as to the interpretation of this agreement the English text is to be accepted.

10. All Bonds and Coupons and payments made and received with the service of this loan shall be exempt from Chinese taxes and imposts of all or every description for ever and all material of every kind or description also to be imported into China or to be brought from the Provinces of China to the scene of work free from taxation of every nature whether Imperial Provincial or Municipal during the currency of this loan, and further it is agreed by the Imperial Chinese Government that no tax or impost of any kind shall be enacted or levied on the revenue of the said Railway Administration or on passenger tickets or freight notes thereby.

All details necessary for the prospectus and connected with the service of the Bond-holders anent interest or amortization of this loan not herein explicitly provided for shall be left for arrangement by the Syndicate who at its own expense shall issue and are hereby authorised to issue a prospectus of the loan as soon as possible after the signing of a Final Agreement. The Tsungli yamen will instruct the Minister for China in London to give the Syndicate all assistance in any matters where his cooperation may be deemed helpful.

11. In order to provide for final authority in matters of construction or administration it is agreed that before the Final Agreement is made a clause is to be drafted mutually acceptable to the Agents of the Syndicate and to the Director General of the Chinese Imperial Railway Administration providing for a "Board of Control" to be composed of the Director General of the Chinese Imperial Railway Administration as Chairman and a nominee of his together with the representative of the Agents of the Syndicate and the chief Engineer and Secretary hereinafter mentioned.

12. The Railway Administration shall during the continuance of the loan maintain the railway buildings works rolling stocks and dependencies in good order and condition and shall increase the rolling stock to such extent as the Board of Control during the period of the aforesaid sterling loan may find necessary for the requirements of the traffic.

13. The residue of the net profits in each year after paying the sum annually due for interest and redemption of the loan and all other sums which may for whatsoever cause be due to the Syndicate shall be divided into five shares one to be paid to or retained by the said Syndicate and the others to be paid or retained by the Railway Administration but after completion of the lines now provided for and on their revenue proving sufficient to meet the interest and redemption of loan,

there is to be deducted before division of profits interest at the rate of 6% per annum on the value of land purchased by the Chinese Railway Administration and entered in a Land Register Book and in consideration of this the earnings and administration of the Woosung and Shanghai line are to be treated in like manner as the Nanking section and thus go to the general profit and loss account and the Syndicate are to participate therein as in the Nanking section, subject however to a charge of 6% interest on about Taels 500,000 being cost of the Woosung line. The title deeds for land already or subsequently acquired and hypothecated to this Syndicate shall be delivered to the Agents after entry in the Land Register Book which is to be kept by the account; the book shall also contain exact entries of the sums paid for such lands thus showing the aggregate sum so expended.

14. The accounts of the Railway Administration shall be kept in Shanghai currency.

15. The Chief Engineer taking charge of the construction and the working of the railway shall be nominated by the Agents for the Syndicate with the concurrence of the said Director General and shall be paid by the Railway Administration. In like manner a European Secretary and Accountant shall also be appointed and paid; and the Chief Engineer will subject to the assent of the Board of the Control nominate the entire staff of Railway Officials.

16. The Syndicate will on completion of a survey report map and estimate (to be approved by the said Director-General) now to be commenced by Engineers nominated by them name a definite price at which they engage to take the said loan; it will be based on a current quotation of 82 dated 24th April but it is necessarily subject to the state of London money market at date of final agreement; due advantage also being given to the Railway Administration in case of improvement. In the event of the price named not being acceptable to the Railway Administration the cost of the survey will be borne by the Syndicate but otherwise will form part of the rail construction charges.

17. The books of the Administration shall be kept both in English and Chinese and all monies provided by the Syndicate shall be dealt with through an account to be kept in Shangai with the Hongkong & Shanghai Bank; this account will be disbursed for the construction of the lines and for expenses consequent thereon upon the Chief Engineer's certificate. The whole accounts of the Railway Administration shall be subject to the inspection of the Syndicate and it is further agreed that the revenue or earnings of the railway shall be paid into the said account with the Hongkong & Shanghai Bank for final treatment but at places where the Hongkong & Shanghai Bank has no Agency and the Imperial Bank of China is established disbursements and receipts will be dealt with through the latter in accordance with the final agreement.

18. The Agents for the Syndicate will during the currency of this loan be entitled to deduct a commission at the rate of ¼% on all remittances for interest or redemption of the aforesaid loan.

19. To provide for the possibility of the whole amount of the instalments of the loan with accrued interest paid by the Syndicate not being sufficient for the complete construction of the lines now undertaken by the Railway Administration, a clause giving satisfactory security is to be mutually agreed to before signature of the final agreement.

20. The provisions of a final agreement shall immediately after signature and before the issue of any prospectus of the loan be confirmed and sanctioned by an Imperial notification which shall be officially communicated to the British Minister by the Tsungli yamen.

21. It is further agreed between the parties to this agreement and accepted by the said Railway Administration that material from Hupeh Works when certified by the Chief Engineer to be equally suitable shall have preference, defects in samples rendered being pointed out by the Chief Engineer in order that suitable material may on the next occasion be produced; and with regard to material to be imported either for the construction of the line or in rolling stock that where specified by the Chief Engineer the name of maker so specified is to be accepted provided the Board of Control concur as to prices, that in cases where no maker is specified one half is at the option of the Syndicate and the other to be by tender; this clause is subject to redrafting for final agreement.

22. It is agreed that if at any time the Chinese Imperial Railway Administration wish to extend their lines that the Syndicate shall have the option of undertaking extensions on like terms for Railways designed to run in connection with those herein mentioned subject to Imperial Edict being obtained for such extensions or branches by Memorial of the said Railway Administration and the respective Viceroys and Governors.

23. Pending completion of the aforesaid survey and the subsequent naming of a definite price of loan the said Imperial Chinese Railway Administration undertake to commence or continue no negotiations with other parties for the purposes referred to in this agreement and the Syndicate by their Agents undertake to use promptitude and every exertion to carry out the terms of this preliminary arrangement.

24. The Syndicate being desirous to take up the extension of the said Railways (as mentioned in the above clause) and it being intended to run a line starting from Poo-Kow on the shore opposite to Nanking and ending near Sin Yang Chow where the extension would join the trunk line from Hankow to Peking the Imperial Chinese Railway Administration agrees to memorialize the Throne for permission to allow the Syndicate to carry out the extension. The Syndicate will at once send an Engineer to make the necessary survey and on the

estimate being given will make the loan in accordance with the conditions as agreed upon in the above agreement.

25. This preliminary agreement is signed by the Director General of the Imperial Chinese Railway Administration who will in case there should arise local difficulties consult with the Viceroy of Nanking and the Governors will in conjunction with the Director General Memorialize the Throne before the Final Agreement is signed.

Signed by the contracting parties this twenty third day of the intercalary third month of the twenty fourth year of the Emperor Kuang Hsu being the thirteenth day of May, 1898 of the Western Calendar.

II.

FINAL AGREEMENT BETWEEN SHENG KUNG-PAO, DIRECTOR GENERAL OF THE IMPERIAL CHINESE RAILWAY ADMINISTRATION, AND THE BRITISH AND CHINESE CORPORATION, LIMITED, FOR THE ACQUISITION OF A LOAN FOR THE CONSTRUCTION OF A RAILWAY FROM SHANGHAI TO NANKING.

This agreement is made the fifteenth day of the intercalary fifth month of twenty-ninth year of Kwang-Hsu, corresponding to the ninth day of July 1903, at Shanghai, and the contracting parties are:—The Director General of the Imperial Railway Administration Sheng Kung-pao (to be called hereafter Director General), acting under authority of an Imperial Decree, of the one part, and Messrs. Jardine, Matheson and Company, and the Hong-Kong and Shanghai Banking Corporation, representing as Joint Agents the British and Chinese Corporation, Limited (hereinafter called the Corporation), of the other part.

Whereas, on the twenty-third day of the Intercalary third month of the twenty-fourth year of Kwang-Hsu, being the thirteenth day of May 1898, a preliminary Agreement was signed at Shanghai between the Director General of the Chinese Imperial Railway Administration, Sheng, acting under the instructions from the Tsungli Yamen, and the British Firm of Jardine, Matheson and Company for themselves and on behalf of the Hongkong and Shanghai Banking Corporation, representing as Joint Agents a British Syndicate, and

Whereas, on the 12th day of December 1902 an Imperial Decree was issued in the following terms:—"In view of the important considerations connected with the construction of railways in various parts a Decree has already been issued apportioning the responsibility for the duties connected therewith. Hereafter the accounts of receipts and disbursements are to be prepared by Sheng Hsuan Hwai, and communicated by him for the examination of the High Authorities of the provinces through which the railways pass, and subsequently for submission in a joint memorial to the Throne. When a line of railway has been surveyed, before the work may be begun, plans and specifi-

cations must be communicated to the High Authorities above mentioned who will depute an official to ascertain that there are no objections. Should Sheng Hsuan Hwai enter into any agreement with a foreign Syndicate he must before signing such agreement obtain the assent of the High Provincial Authorities, and a copy of such Agreement must be submitted to the Throne in a joint memorial," and

Whereas, on further consideration it has been found necessary to make certain alterations in the aforesaid preliminary Agreement, now therefore it is agreed that this Final Agreement shall be substituted for the preliminary Agreement above referred to.

ARTICLE 1.

The Corporation agrees to issue on behalf of the Railway Administration a sterling Loan (hereinafter referred to as the Loan) for an amount not exceeding £3,250,000 sterling on the terms and conditions hereinafter contained. Imperial Chinese Government Bonds are to be issued for the entire sum similar to the Bonds of the Imperial Railways of North China with the Railway as first mortgage security therefor. The Loan shall be issued in two or more parts, and each series is to be in such amount as the Engineer-in-Chief may determine under direction of the Director General and the Corporation in accordance with the extent of the work to be undertaken so as to prevent the Chinese Government from suffering undue loss of interest. The price agreed upon for the Loan is 90 per cent of the nominal value and any loss or profit in selling these Bonds to the public shall be borne by or go to the Corporation. The interest on the Bonds shall be at the rate of five per cent per annum on their nominal value, and be payable half yearly.

The duration of the Loan is fixed at fifty years commencing from the date of the ratification of this agreement, but no interest will be paid on any Bonds which may be redeemed or cancelled under the terms hereinafter mentioned after the redemption or cancellation thereof.

On the face of each of these Bonds shall be expressed the value thereof in the sum of £100, or in such different amounts as the Chinese Minister in London in consultation with the Corporation may sanction.

If any of the Bonds or net profit Certificates hereinafter mentioned are lost or destroyed, a reissue of any thereof is to be made in the amounts respectively called for by such lost or destroyed Bonds or Certificates, but proper proof of the loss or destruction must be given in the usual form to the Corporation and the Chinese Minister in London for examination and record, and the requisite guarantee is to be obtained by the Corporation from the respective claimants concerned.

ARTICLE 2.

The proceeds of the Loan are to be used in the construction and equipment of the railway and in paying interest on the Loan during the course of construction.

The Corporation shall build and equip as economically as possible in accordance with the best modern system the line from Shanghai to Nanking, it being hereby agreed that the Chinese Administration shall secure the necessary land for a double line of railway for the whole distance, as well as other facilities for the purposes of the construction and working of the line.

When the line is completed if there is a surplus from the sale of Bonds the said surplus shall be at the disposal of the Chinese Government for redeeming the Bonds, or to be placed through the Director General in a bank on deposit for the purpose of paying interest on the Loan or for developing business beneficial to the Shanghai Nanking Railway, all to be arranged at the proper time between the Director General and the Corporation. Should Chinese themselves build branch lines to act as feeders to this railway it is understood that the system of construction and equipment thereof shall be adopted by such branch lines in order to facilitate through connection.

In all matters relating to the construction and administration of the railway by the officials of the British and Chinese Corporation, it is expressly agreed that particular heed shall be paid to the opinions, habits and ideas of the Chinese people, and that when practicable Chinese shall be employed as far as possible by the Board of Commissioners in positions of trust and responsibility in connection with the railway.

In regard to the earth work or such other work as Chinese are competent to perform contracts shall be entered into for such work with Chinese under the sanction of the Director General or his deputy, said work itself to be in accordance with plans and specifications of the Engineer-in-Chief and under his supervision.

In the further and final survey, detailed plans and estimates of cost whether of the respective sections of the main line or of any extensions, branches, or alterations of the same are to be submitted to the Board of Commissioners for the approval of the Director General.

ARTICLE 3.

The Loan shall be secured by mortgage now entered into in equity, and shall as soon as possible hereafter be secured by a specific and legal first mortgage in favor of the Corporation upon the railway now completed between Woosung and Shanghai, and also on all lands, materials, rolling stock, buildings, property and premises of every description purchased or to be purchased by the railways herein

referred to and on the last mentioned railways themselves as and when constructed and on the revenue of all descriptions derivable therefrom.

The provisions of this Article in respect of the mortgage are to be construed and treated as of the same purport and effect as a mortgage customarily executed and delivered in England to a Trustee for the purpose of securing Loans and Bond issues upon railway properties.

ARTICLE 4.

According to Article 1 of this Agreement it is provided that the Loan is to be paid in instalments from time to time as the work proceeds. It is hereby agreed that within eight months after this Agreement is officially signed and ratified the Corporation shall pay the first instalment to meet the requirements for the work, whether the proceeds come from the sale or hypothecation of the Bonds or from advances made, provided the appropriate series of Bonds for the required instalment of such Loan shall have been executed and delivered. If after the expiration of twelve months from the date of the ratification hereof the work of construction shall not have been begun on the main line this Agreement is to become null and void.

Of the proceeds realized from the sale of the Bonds after deducting so much of them as may be required to be kept in England for the purchase of materials and payments of contracts there, such amounts as may be estimated and certified to by the Engineer-in-Chief to the Board of Commissioners hereafter mentioned as being actually required for the construction of any particular section of the main line, shall be ordered by the Board of Commissioners after consideration to be transferred to Shanghai to be kept in the Hongkong and Shanghai Bank or such bank or banks as may be mutually agreed upon and placed to the credit of the construction account of the Railway Administration for the exclusive purpose of building such section or sections of the Railway herein provided for under the supervision of the Board of Commissioners.

On each occasion of a remittance being made to China the amount realized in Sycee will be reported to the Director-General, and any portion which may not be required shall be placed at interest. Similarly the balance in England shall be placed at interest.

The accounts of the money spent from time to time in England and of the money transferred to the credit of the construction and other accounts for use in China are to be submitted quarterly to the Board of Commissioners for examination and for report to the Director General for the information of the Wai-Wu Pu and for his further report to the Board of Revenue and the Bureau of Mines for record therein, after such accounts have been approved and signed by him.

ARTICLE 5.

The dates of the Bonds mentioned in Article 1 and of the Certificates mentioned in Article 12 of this Agreement shall be of even date with this Agreement. Interest shall begin to run upon the Bonds only from the date of their respective sales and deliveries to the public, and due adjustment of such interest will then be made with respective purchasers for any fractional period of time thereafter covered by the coupon next maturing. For the purpose of such adjustment the then current interest may be reckoned from the nearest first or fifteenth day of the month in which the sale and delivery occur as the case may be.

Coupons which have theretofore matured are to be cancelled and delivered to the Chinese Minister in London for transmission to the Railway Administration.

As to the form of Bond, it is to be agreed upon by the Director General or by the Chinese Minister in London and the British and Chinese Corporation at the same time as this Agreement is signed, but if hereafter the money markets in London or other countries require the modification of the form of the Bond, except in anything that affects the amount of the Loan, the rate of interest, the period of the Loan and the liability of the Chinese Government which are not to be touched at all, such slight modifications may be made to meet the views of the money markets by the Corporation in consultation with the Chinese Minister in London.

Any modifications are to be reported at once by the Corporation to the Director General for the approval of the Wai-Wu-Pu.

The Bonds and the net profit Certificates referred to in Article 12 are to be engraved entirely in the English language and shall bear the fac-simile of the signature of the Director General and of his seal of office in order to dispense with the necessity of signing them all in person. But the Chinese Minister in London is to sign each of the Bonds and Certificates and put his seal thereon as required as a proof that the issue and sale of these Bonds as well as the Certificates are duly authorized and binding upon the Chinese Government.

Such Bonds or net profit Certificates are to be numbered consecutively, and as many Bonds or Certificates as may be needed are to be properly engraved under the supervision of the Corporation.

The Loan Bonds herein referred to as soon as they are engraved and signed and sealed by the Chinese Minister in London, as hereinbefore provided, are to be countersigned by the Corporation.

The Chinese Minister in London and the Corporation are to agree upon the selection of a proper Safe Deposit in London to keep these Bonds subject to the needs and requirements of the Corporation, so as to enable it during the progress of the construction to sell these Bonds

after having been signed and sealed by the Chinese Minister in London in separate lots from time to time or hypothecate the same in order to raise money to pay for the construction of the railway or any of the branch lines as may have been approved by the Director-General.

When the second and subsequent issues are about to be made, if the Corporation receives sufficient notice from the Director General that subjects of China wish to take up a portion of the issue, the necessary amount of Bonds will be set aside for Chinese subscribers to whom the Bonds will be sold at the same price and on the same conditions as those sold to the public in London. If possible arrangements will be made for issuing these Bonds, and paying the interest thereon, in China, at the current rate of the day.

The amount of the Loan is fixed at £3,250,000 for the purpose of constructing and equipping the main line of the Shanghai-Nanking Railway in accordance with the survey and estimates of the Engineer-in-Chief as approved by the Director General.

The first issue of Bonds shall be made in London in such amount as may seem necessary for the work to be undertaken, but before the second or subsequent issues are made, the Corporation shall give sufficient notice to the Chinese Minister in London in order that if the Chinese Government has funds at its disposal at the time, it may place such funds to the credit of the construction account of the Chinese Railway Administration to be used in the same manner as the proceeds of the Loan, and in that event the total amount of the Loan of £3,250,000 shall be reduced by the amount thus supplied by the Chinese Government.

It is also agreed that the moderate charge for the safe deposit of the Bonds is to be paid from the general accounts of the Railway. Beyond this all expense for the engraving and the sale of the Bonds and such like are to be borne by the Corporation. On withdrawal or deliveries of Bonds the Safe Deposit Company shall notify the Chinese Minister in London.

Article 6.

When the work of construction is ready to begin the Director General shall appoint a Board for supervising the construction and operation of the Railway to be called the Board of Commissioners, whose head office shall be at Shanghai. The members thereof shall be five, of whom two are to be Chinese, one to be appointed by the Director General and one by the Director General in consultation with the High Authorities of the province through which the line passes, and besides the Engineer-in-Chief there shall be two British members selected and appointed by the Corporation. The salaries of these five members are to be fixed by the Director General and the Corporation and to be paid from the general accounts of the Railway.

The regulations for the guidance of the Board of Commissioners shall be subsequently drawn up by the Director General in consultation with the Agent of the British and Chinese Corporation. In case of disagreement between the Chinese and British members the matter shall be referred to the Director General and the Agent of the Corporation resident in China for adjustment in an amicable way.

The appointments and functions of all the employees of the Railway, Chinese and foreigners, with the exception of the Engineer-in-Chief, who shall be nominated by the Corporation and approved by the Director General, as well as their salaries including those of the officials of high rank referred to in the following paragraphs are to be made and fixed by the Board of Commissioners and reported to the Director General. In the case of important appointments the same shall be first reported to the Director General by the Chinese members of the Board.

In addition to the Board of Commissioners the Viceroy (the Superintendent of Southern Trade) may also appoint an official of equal rank with the above mentioned two Chinese officials, whose duty will be to make report for the information of the High Provincial Authorities on the state of the Railway accounts, the progress of the work, and the management of the Railway. To this end he will be granted every facility by the Board of Commissioners who will always give him access to the records of the head office at Shanghai. But this official shall not in any way interfere with the Board in the performance of its duties. The salary of this officer shall be the same as that of the two Chinese members of the Board, and be paid out of the Railway Account.

The functions of the Engineer-in-Chief, who will at all times give courteous consideration to the wishes of the High Provincial Authorities and the Director General, shall be limited to the construction and operation of the line, and the management of affairs connected with the railway. No foreigners employed in the railway shall be allowed to treat Chinese officials with disrespect, or interfere in local affairs, or usurp the authority of local officials, and should any such be guilty of riotous conduct or of wounding and maining Chinese, the same shall be dismissed on complaint being made by the Director General.

As the progress of construction reaches any particular province the appointment under the Imperial sanction of a Chinese official of high rank shall be made in such province by the Director General for facilitating the settlement of any local matter with the Provincial Government concerned.

For the service of the railway any Chinese of official rank and competent for the work may be recommended by the Board of Commissioners to the Director General for employment under the formality of a letter of appointment.

For the important offices of the Railway foreigners of ability and experience shall be employed. In the engineering and traffic departments competent Chinese may also be employed and all employees, whether Chinese or foreigners, if incompetent in their work or unsatisfactory in their behaviour, may be dismissed at any time by the Board of Commissioners and the dismissal shall be reported to the Director General. The Chinese and British members of the Board when ill or absent may be represented at the Board by available substitutes. In the case of the Chinese members the substitutes must be approved by the Director General, and in the case of the British members by the Corporation.

When deemed necessary a school for the education of Chinese in the construction and working of railways shall be undertaken by the Board of Commissioners, subject to report and approval by the Director General.

The accounts of the receipts and disbursements of the railway are to be kept by a chief accountant whose records and books are at all times open to the inspection and examination of the Board of Commissioners. All the accounts of the railway construction and operation are to be kept in Shanghai currency in the English and Chinese languages with the combined signatures of a Chinese and British official. The staff of the Chief Accountant's department shall be composed of Chinese and foreigners, who must be satisfactory and reliable men.

ARTICLE 7.

Under the provisions of article 3 of this agreement the properties covered by the first mortgage security hereby created include the railway, its property and equipment, said mortgage to be executed by a deed in the usual form as contemplated by the said article. But subject to the guarantee and mortgage thus given by the Chinese Government, it is hereby declared that this railway is in fact a Chinese property.

All the lands that may be required for a double line of railway from Shanghai to Nanking and for the double track-sidings, stations, repairing shops and carsheds to be provided for in accordance with the detailed plans now made or hereafter to be made by the Engineer-in-Chief and approved by the Director General shall be acquired by the Railway Administration whether in whole or in part according to the means at its disposal at the actual cost price of the land.

The titles to the land for the line and of all other lands shall be free from all encumbrances or entanglements, and shall from time to time as soon as secured be registered in the name of the railway.

Notices of such purchases (together with corresponding title deeds) are to be transmitted by the Railway Administration under the direction of the Director General to the local agent of the Corporation for

record and preservation in its office in Shanghai, and for the purpose of establishing the first mortgage security (and thereafter for the return to the Railway Administration), as hereinafter in this article provided in respect of railway lands and properties. When the term of this agreement expires all the title deeds shall be surrendered and returned to the Railway Administration.

The amount to be advanced to the Chinese Railway Administration for any land within the survey limits shall altogether not exceed the sum of £150,000 for which yearly interest at the rate of six per cent. shall be allowed from the receipts of the railway. It is understood that any land bought by the Chinese Railway Administration with their own money outside of the survey limits, but needed for future requirements, shall be on the Chinese Administration's own account and no interest shall be allowed on the price thereof.

It is further agreed that if the British and Chinese Corporation is called upon to provide means for the acquisition of the lands, whether by the sale of bonds or by advances from other sources, the Chinese Government guarantees to procure and protect all the lands that are required for the line of railway.

All lands, the title deeds of which are lodged with the Corporation as part of the first mortgage security of the Loan, shall not be disposed of in any way by hire, lease or sale to any party for any purpose whatever without the written consent of the Chinese Administration.

It is also agreed that the lands thus bought, whether from Chinese or British advances, shall be free from all entanglements arising from the removal of graves or from prejudices of "fengshui", and shall be conveyed by full and sufficient deeds of assignment according to Chinese Law, all of which are to be kept and recorded in the Shanghai office of the British and Chinese Corporation, and to be held by it as a first mortgage security for the Bonds under the provisions of this Agreement until such time as principal and interest of the Bonds, together with all indebtedness, shall have been paid off, when the same shall then be returned to the Chinese Railway Administration.

For the proper protection of the first mortgage security the Chinese Government undertakes that until the Bonds shall have been redeemed and the net profits on the net profit Certificates shall have been paid, no part of the lands comprised in the mortgage security or the railway with its appurtenances shall be transferred or given to another party, or shall be injured or that the rights of the first mortgage shall be in any way impaired.

It is likewise agreed that until the interest and principal of the Loan and all indebtedness shall have been paid off, or unless with the express consent in writing of the Corporation, the Chinese Government or the Chinese Railway Administration shall not again mortgage the above properties to another party, whether Chinese or foreign.

During the period of this Agreement no special taxes shall be levied by the Chinese Government on the Railway, its appurtenances or earnings; but all taxes at present payable, such as land tax as well as any taxes which the Chinese Government may hereafter institute, such as stamp duty etc., and which may be applicable generally to all commercial transactions in China, shall also apply in the case of the Railway and its operations.

The first expense in railway construction being the purchase of land, it is agreed that as soon as the survey is made the Corporation shall advance to the Railway Administration sums as required to pay for the land purchased. For such advances the Woosung railway with all its property shall be given as first mortgage security, and interest at the rate of six per cent per annum shall be allowed until the first portion of the loan has been floated when such advances shall be repaid from the first proceeds of the loan.

As owing to the unwillingness of owners to sever their land it may become necessary for the Railway Administration to acquire more land than is actually necessary for railway purposes the Railway Administration may do so in view of future requirements, but it is understood that any land bought from funds so advanced, out of the survey limits, shall be on the Chinese Administration's own account. When the purchase of all the land is completed, and the total amount thus expended is ascertained, an additional issue of Bonds for an amount not exceeding £250,000, including the £150,000 referred to in this article, shall be made in order to repay the sums spent in the purchase of land.

Such Bonds shall be similar to the Bonds mentioned in Article 1 of this agreement, and shall have the same guarantee and same mortgage security and same treatment, with however this difference that they shall be redeemable at par at any time on giving six months' notice, and that the rate of interest shall be six per cent per annum. The interest on such portions of this loan as is applied to the purchase of land outside of the Engineer-in-Chief's survey shall in the first place be paid out of the Chinese share of the net profits of the railway and failing this, then out of the earnings of the railway.

As the object which the Railway Administration has in view is that all railway lands should be Chinese property the additional loan of £250,000 shall be paid off as soon as practicable. Nevertheless, although such bonds may be redeemed, the land occupied by the railway within the survey limits shall continue as mortgage security under the terms of this Agreement.

ARTICLE 8.

It is agreed that if the half yearly interest of the Bonds is not paid on any due date thereof or if the principal of the Loan remains unpaid at maturity of the same, the whole Railway with all its appur-

tenances herein mortgaged to the British and Chinese Corporation for the Bondholders shall be handed over to the Corporation to be dealt with by it according to law in such manner as will insure the proper protection of the interests of the Bondholders. When the whole Loan and the interest due thereon and all indebtedness shall have been paid off, the Railway with all its appurtenances in good working condition shall revert to the possession and management of the Chinese according to the provisions of this Agreement.

ARTICLE 9.

As remuneration for superintendence and services, the Corporation shall receive five per cent on the entire cost of all materials purchased for the railway.

It is agreed that all materials required for the railway shall be purchased in the open market at the lowest price obtainable, but it is understood that all such materials shall be of good and satisfactory quality. Invoice and inspector's certificates are to be submitted to the Chinese Administration.

With a view to encouraging Chinese industries, Chinese materials are to be preferred as also the products of the Han-yang Iron works, provided price and quality are suitable.

No commission will be allowed to the Corporation on the purchase of materials except as herein provided. All trade discounts or rebates if any are to go to the construction account.

ARTICLE 10.

In the construction of the line, in the working of the railway, and in the performance of the different kinds of business connected with the railway, no interference or obstruction by Chinese or foreigners will be permitted. The Chinese Government will provide protection for the line while in construction or when in operation, and all the properties of the railway, the combined enterprise of the Chinese Administration and British and Chinese Corporation, as well as all foreigners and Chinese employed therein are to enjoy the utmost protection from the local officials, civil and military, in the provinces through which the railway passes, particularly on occasions of local disturbance or of obstruction by natives.

The Board of Commissioners are authorized to maintain a Railway police of Chinese with Chinese officers for the protection of the line. Their wages and maintenance are to be wholly defrayed by the Railway. In the event of the Railway requiring further protection by the military forces of the Imperial or Provincial Governments, the same will be duly applied for by the Director General and promptly afforded, it being understood that such military forces, although trans-

ported free by the Railway, are to be maintained at the expense of the Government or the Province, as the case may be.

The Railway police may not interfere with matters outside the Railway.

ARTICLE 11.

In connection with the Railway there shall be established and maintained a proper signalling service, which shall include such telephone and telegraph conveniences as may be found necessary to use along the line of the Railway and its branches for the exclusive purpose of regulating the movement of trains and other incidental business of the Railway, and such telephones and telegraphs shall not be used in or interfere with the rights and privileges of the Telegraph Administration.

It is further agreed that the Corporation may in consultation with the Director General also establish and maintain in connection with such Railway or its branches such other necessary adjuncts of modern railway operation as it may find expedient for the support of the Railway, such as repair and manufacturing shops, docks, steamers, ferries, storage warehouses, etc.

ARTICLE 12.

It is agreed that after deducting from the income of the Railway the working and other expenses as described below, the Corporation shall receive twenty per cent of the net profits to be represented by and in form of Certificates to an amount equal to one-fifth of the cost of the line. These Certificates carrying no interest, they are to have a term of fifty years and a declared face value of £100 each, and are to be issued to the Corporation at the same time as the Loan Bonds and in amount proportionate to the respective series of such Bonds to the amount of one-fifth of the aggregate thereof. And it is understood that if there is an issue of the Loan Bonds in excess of the requirements of the Railway and such excess is retired or cancelled, a like proportion of these Certificates shall likewise be subject to retirement.

Before the expiration of the term of fifty years the Chinese Administration shall have the right at any time to redeem these Certificates at their face value. After the expiration of fifty years the certificates shall be null and void and need not be redeemed, but if any net profits shall have accrued on such Certificates prior to their redemption or maturity, said accrued net profits must be paid before the same are cancelled.

The Chinese Railway Administration is entitled to issue and receive like net profit Certificates (to be in form appropriate for use in China and unlimited in their term, as also without redemption features) to an

amount equal to the remaining four-fifths of the Loan. These Chinese Certificates may be issued in whole or in part whenever desired by the Director General, but the net profits will be retained and used by the Railway Administration for the purpose of accumulating a fund to be derived from such share of net profits as may accrue thereon wherewith to pay off any Loan Bonds which may from time to time be redeemed under the provisions of this Agreement, or for generally reducing or ultimately discharging Railway Loan obligations, whenever or wherever desirable, by means of the profits of the Railway. But such Chinese Certificates may however be used in part by the Railway Administration, if necessary, in payment of lands which are essential to the Railway and which cannot otherwise be conveniently acquired by it.

The yearly income of the Railway shall be subject to a deduction of all working expenses, cost of maintaining and repairing the Railway, renovating or replenishment of engines and rolling stock, and all expenditure connected with the business of the Railway, and subject to the payment of interest on the Bonds at five per cent per annum (and of interest of six per cent per annum on the cost of the land provided by the Chinese Administration, or provided by an advance from the British and Chinese Corporation), whatever is left of the gross income is considered to be net profits, of which one-fifth is to be given to the Corporation for disposal as it may see fit. If the Loan Bonds shall have been all redeemed according to the provisions of this Agreement before the net profit Certificates issued to the Corporation have been redeemed, or shall have lapsed by effluxion of time, the Corporation shall be permitted to have a representative in the Railway office (whose salary is to be paid by the Railway Administration) to inspect the accounts of the Railway.

The duties of this officer are those of an accountant who is to protect the interests of the foreign holders of net profit Certificates until such time as these Certificates shall have all been redeemed or lapsed by effluxion of time, when the services of such accountant shall be dispensed with.

ARTICLE 13.

The British and Chinese Corporation are hereby appointed trustees for the Bondholders and holders of net profit Certificates, and in any future negotiations respecting these Loans or matters arising in connection therewith, which may take place between the Railway Administration and the Corporation, the latter Corporation shall be taken as representing the Bondholders and holders of net profit Certificates and as empowered to act on their behalf.

ARTICLE 14.

All materials of any kind that are required for the construction of the main line or branch lines, whether imported from abroad or from the provinces to the scene of the work, shall (following the precedent of the Northern Railway) be exempted from Customs duty and Likin. The Bonds of this Loan together with their coupons, the net profit Certificates and the income of the Railway shall be free from imposts of any kind by the Government of China.

As to the Likin for goods or passengers which may be transported over the lines from, to or through the different provinces, the Director General will confer with the Government Bureau of Mines and Railways and the Board of Revenue with a view to devising means to protect the traffic of the Railway and those who may use the Railway for the transport of their goods from illegal impositions and other abuses.

If the arrangements for the levy of Likin over other Railway lines is found to be more advantageous than that of the Railways mentioned in this Agreement, the same advantages shall be extended to and enjoyed by the Shanghai-Nanking Railway and by those who make use of the same.

ARTICLE 15.

It is agreed that during the time of the construction of the line the yearly five per cent interest on the Bonds and six per cent interest on the amount spent in the purchase of the land are to be paid from the proceeds of the Loan. The accruing interest from any proceeds of the Loan not used during the period of construction and the earnings from the working of any sections as they are built are to be used to make up the amount required for the payment of the said interest and if any deficiency remains it is to be met from the proceeds of the Loan.

When the construction of the line is wholy completed the interest on the Bonds and on moneys spent in purchasing the land are to be paid from the earnings of the line every half year on the first day of June and the first day of December.

It is hereby agreed that the amount required for the payment of interest and repayment of principal together with a sum of one quarter of one per cent on such amounts to cover commission to the Hongkong and Shanghai Banking Corporation, who are hereby appointed agents for the service of repaying the Loan, shall be paid to them in Shanghai fourteen days before the due dates in Shanghai sycee sufficient to meet such payments in sterling in London, exchange for which shall be settled with the Hongkong and Shanghai Banking Corporation on the said date of payment at the rate fixed at the time of settlement.

The Chinese Government undertakes and hereby promises to pay the principal of the Loans and the interest on the Loans on the due dates fixed therefor. If at any time the earnings of the Railway and proceeds of the Loan are not sufficient to pay the interest of the Bonds the Railway Administration is to devise means for supplying the deficiency and should its inability to do so appear probable, the Director General will memorialize the Government to take measures to make up the deficiency from other sources, and thus be ready to pay off the indebtedness, so that the required amount may be placed in each case at least fourteen days previous to the due date of such interest in the hands of the Hongkong and Shanghai Banking Corporation in Shanghai.

ARTICLE 16.

In places along the line of Railway where the Hongkong and Shanghai Banking Corporation has no agencies and where it does not intend to establish any agencies, business relations are to be cultivated with the Chinese Imperial Bank and its local agencies, it being the intention of the British and Chinese Corporation to utilize the Imperial Bank as much as practicable for facilitating the movement of funds.

ARTICLE 17.

The Corporation may, subject to all its obligations, transfer or delegate all or any of its rights, powers, and discretions to their successors or assigns, but the Corporation which is a Corporation formed under English Law shall not transfer its rights under this Agreement or the management of the Railway to other Nations, or people of any nationality except British or Chinese. Similarly the Railway Administration shall not transfer any of its rights under this Agreement to persons of other nationality.

It is further agreed that without the express consent in writing of the Director General and the British and Chinese Corporation, no other rival railway detrimental to the business of the same is to be permitted, and no parallel line to the Shanghai-Nanking Railway is to be allowed to the injury of the latter's interest within the area served by the Shanghai-Nanking main line or branch lines.

ARTICLE 18.

If on account of contingencies beyond the control of the Corporation, such as war or very great political changes in China or elsewhere, occurring before the publication of the prospectus of the issue of an important series of bonds of the loan hereby concerned, the foreign money markets are affected, or the construction of the Railway is so obstructed that work cannot be carried on, the Corporation will

be allowed a reasonable extension of time for floating such loan or the bond issues thereof, or for the commencement or completion of the construction of the Railway. But if Bonds have already been issued and interest already become payable thereon, then the work cannot be suspended or postponed unless subject to the exceptions mentioned in the preceding paragraphs.

When the Agreement has been ratified the work shall be begun as soon as possible, and if the Chinese Railway Administration desire each section will be pushed on as rapidly as practicable. From the date of ratification a limit of five years shall be allowed for the completion of the whole line, subject to the preceding exceptions mentioned in this article, and if this period is exceeded unless with the consent of the Chinese Administration, the Corporation shall forfeit its one-fifth share of net profits already earned during the previous five years, and shall not begin to participate in such net profits until the line has been completed.

ARTICLE 19.

In the working of the Railway the tariff for fares and freights is to be prepared by the General Traffic Manager and submitted to the Board of Commissioners who shall after due consideration of existing tariffs of other railways in China approve an economical rate.

The General Traffic Manager is likewise authorized to make arrangements subject to the approval of the Board of Commissioners with connecting railways of other companies for through rates of fare and freight.

In case of military operations, whether on account of foreign war or internal insurrection, the movement of troops, ammunition and stores by the Chinese Government, and in case of famine or other great public calamity the dispatch of relief, shall on the requisition of the Director General have preference over the line at half of the tariff rates.

Nothing to the injury of China shall be allowed to be carried over the line, neither shall the line be used to the detriment of China.

ARTICLE 20.

In the preliminary Agreement dated 13 May 1898 (23rd day of intercalary 3rd Month of the 24th Year of Kwang-Hsu) it is stipulated that the Railway Administration has the right to redeem the Loan at 102½ after 12½ years, and at par after 25 years. It is now agreed that if at any time after the lapse of 12½ years from the date of the issue of the Bonds the Chinese Railway Administration receives instructions from the Chinese Government to cancel any of the Bonds or any of the net profit certificates, the Director General shall not less than six months previous to the proposed redemption notify in writing the

Agent of the Corporation in Shanghai declaring the number of Bonds or the number of net profit Certificates so required to be redeemed and cancelled.

The Agent of the Corporation shall immediately on receipt of such notice in writing, proceed to make arrangements for the desired redemption by drawing lots, and taking other proper steps in the way customary in London, of the number of bonds or net profit certificates in such quantity as may be required. And as soon as the Railway Administration under instruction from the Chinese Government shall remit the proper amount according to the redemption price of the Bonds or the redemption price of the net profit certificates together with the interest due on the Bonds, or the net profits due on the certificates, a notice shall be published in two of the most prominent papers in London and in such other financial centres as may be agreed upon with the Chinese Minister for four weeks. At the expiration of the four weeks and on the day fixed for the redemption, the Corporation shall cause the usual lots to be drawn for the redemption of the Bonds or certificates and shall pay over the respective prices of the same to their respective holders, and shall thus redeem the Bonds or net profit certificates and cancel them, and thereupon the same are to be delivered to the Director General, or the Chinese Minister in London for return to the Director General.

All the Loan Bonds, and the net profit certificates shall express that they are redeemable at any time on the conditions mentioned in the preceding paragraph, and shall state that the payment of any interest for the Bonds and the participation of any of the net profits by the certificates so drawn by lot entirely cease from the date mentioned by the published notice of the Corporation. The amount required for the redemption shall, however, have to be got ready and placed in the hands of the Hongkong and Shanghai Banking Corporation before such redemption is carried out.

The Loan Bonds if redeemed before 25 years from the date they were originally issued shall be paid for with a premium of two and a half per cent over their face value (i. e. £102 10s. will be required to pay for £100), but after 25 years from the date of issue to the expiry of the term of the Loan the bonds may be redeemed without payment of any premium. If any interest is still due on any of the Bonds at the time of redemption, such interest shall have thereupon to be paid in full. As to the net profit certificates, if they are redeemed within the term of their duration they are to be paid for according to their face value, and if such certificates run to the end of their term, they become null and void and no price need be paid on them nor need they be redeemed, but any net profits still due on them shall have to be fully paid up according to their amounts before the same are cancelled.

ARTICLE 21.

If any proceeds of the sale of Bonds are lying unused and bearing interest on their deposit whilst the construction of the railway is going on, such interest to go to the General Account of the Chinese Railway Administration in order that the Railway Administration may enjoy the full advantage thereof.

It is also agreed that if the Corporation shall find it necessary, before the sale of any of the Bonds, to advance any money for the work, the expense of effecting such advances, together with the interest thereon not exceeding a charge of six per cent per annum, shall be deducted from the interest derived from the above-mentioned unused proceeds of the sale of the Bonds or otherwise to be provided for in the construction accounts. It is further agreed that the proceeds of the first sale of the Bonds immediately following any such advance, shall be used to pay off the said advances so as to save the cost of the aforesaid charge.

ARTICLE 22.

If any of the Bonds still remain unredeemed when the fifty years of the term of the Loan are about to expire, the Director General will, within two years preceding the expiry of the said term, negotiate by writing with the Corporation for an extension of the term of the Loan and if six months shall have expired after such negotiations in writing and no definite arrangements shall have been come to, the Chinese Government shall be at liberty to take steps to devise means for procuring elsewhere funds to pay off the Loan, and to redeem the Bonds and cancel the mortgage.

ARTICLE 23.

The existing Woosung-Shanghai Line, (as soon as the price agreed upon is ready to be handed over to the Railway Administration) shall be taken over as part of the Shanghai-Nanking system, and the earnings and administration of this section shall be treated in like manner as the Shanghai-Nanking line. The price of the Shanghai-Woosung line shall be taken at Tls. 1,000,000 and this amount shall be paid to the Chinese Railway Administration out of the proceeds of the Loan.

ARTICLE 24.

Immediately after the signature of this Agreement and before the issue of any Prospectus of the Loan to the public, the Director General shall memorialize the Throne and obtain an Imperial Edict confirming and sanctioning the provisions of this Agreement. The Imperial Edict so received shall then be officially communicated without delay to the British Minister in Peking by the Wai Wu Pu.

ARTICLE 25.

This Agreement is executed in quintuplicate in English and Chinese, one copy to be retained by the Railway Administration, one by the Wai Wu Pu, one by the Bureau of Railways and Mines at Peking, one by the British Minister in Peking, and one by the Corporation, and should any doubt arise as to the interpretation of the Agreement the English text shall be accepted as the standard.

Signed at Shanghai by the contracting parties this fifteenth day of the intercalary fifth month of the twenty-ninth year of the Emperor Kwang-Hsu, being the ninth day of July nineteen hundred and three of the Western Calendar.[a]

JARDINE, MATHESON & Co.
DAVID LANDALE.

For the Hongkong & Shanghai Bank,

H. M. BEVIS, *Manager.*

The BRITISH & CHINESE CORPORATION LTD.

Witness to the Signatures of David Landale and H. M. Bevis:
BYRON BRENAN.

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[a] Contracts on the same lines as the above have been signed for the construction of lines from (1) Kowloon to Canton, (2) from Suchou to Hangchou, and (3) from Pukou (on the north bank of the Yang-tze River facing Nanking) to Hsin-yang. They have not been made public. On the Pukou-Hsin-yang line, see supra, p. 285, Art. 24.

No. 40.

GREAT BRITAIN.

PEKING SYNDICATE AGREEMENT.[a]

MAY 21, 1898.

Regulations agreed upon by the Shansi Bureau of Trade and the Peking Syndicate for mining purposes, ironworks, and transporting mine products of all kinds in the Province of Shansi.

1. The Governor of Shansi having sanctioned the request of the Shansi Bureau of Trade for the sole right to open and work coal and iron mines throughout the districts of Yu-hsien and Ping-ting-chou, and the Prefectures of Luan-fu, Tsechow-fu and Ping-wang-fu and also petroleum wherever found, the several concessions granted are now transferred for operation to the Peking Syndicate for the period of sixty years.

Mining engineers shall first be sent to find in what township and hills the mines are situated and what they produce, and make maps thereof with explanations inserted which shall be submitted to the Governor of Shansi, that he may see that the proposed works are not injurious to the place; and he shall report thereon to the Tsung-li Yamên for record, and at the same time issue a permit for the mines to be opened without the least delay. If mining lands belong to the people, lease or purchase shall be made by arrangement with the owners for a reasonable price; if it be Government land, the tax to be paid on it shall be double the ordinary land tax for that locality.

2. The Governor of Shansi has authorized the Bureau of Trade to negotiate a foreign loan not to exceed 10,000,000 taels. Should the mining engineers employed find this sum insufficient, the Bureau may borrow more only of the Peking Syndicate.

3. All matters of administration, exploitation, employés, and finances shall be controlled by the Board of Directors of the Peking Syndicate, and the Chief of the Shansi Bureau of Trade shall co-operate.

4. Each line must have one foreign and one Chinese manager, the foreigner to control the works, the Chinese to attend to all matters between natives and foreigners. Accounts will be kept by the foreign system; receipts and payments of money to be controlled by the

[a] British Parliamentary Blue Book, *China No. 1, 1899*, p. 112.

foreign manager and audited by the Chinese manager. At all mines Chinese should be employed as much as possible. All salaries to be paid by the Syndicate.

5. When prospecting for mines, if there be any boring or sinking of pits to examine mineral deposits, an arrangement should first be made with the land-owner to compensate him for any crops injured. If any mine be opened on private land, an arrangement must be made with co-operation of the local officials to lease or buy the land for a price fair to both parties as a measure of justice. Whenever land leased or bought for mines contains cemeteries or mortuary shrines, some plan must be devised to avoid them; there must be no excavation. After mines are opened, should there be damage to life or buildings from subsidence in the mines, the Syndicate shall make charitable compensation.

6. Wherever mines are worked there shall be paid yearly to the Chinese Government as producers tax ("lo-ti-shui") 5 per cent. on the cost of extracting the output of the mines. From the profits shown by the yearly accounts there shall first be paid 6 per cent. on the capital employed, and next 10 per cent. shall be set aside as a sinking fund for yearly repayment of capital and consequent reduction of interest, payments to sinking fund ceasing when the invested capital is wholly repaid; and from the remaining net profit 25 per cent. shall be paid to the Chinese Government, and the remainder shall go to the Syndicate for its own disposition. In future, wherever capital is used to work coal or iron mines in China this rule for a 5 per cent. Government tax on the output shall be enforced, so that all may be treated alike. This capital being money lent by merchants for mining purposes, the Chinese Government will not in any way be responsible for losses incurred in the business.

7. The area of the mineral districts of Yu-hsien, Ping-ting-chou, Tsechou-fu, Luan-fu is very extensive, and many mines may be worked therein. But the accounts and profits of each mine must be kept distinct from the others; the gains of one mine should not be made to offset the losses of another, and so cause the Government income to suffer reduction.

8. All machinery, materials, and supplies needed for the mines shall on importation be subject to the rules in force with the Kaifung and other mining Companies, and pay one custom duty and a half to the maritime customs, and shall be exempt from all inland *li-kin* taxes. The products of the mines when exported from a seaport shall pay export duty according to the Customs Tariff.

9. The Syndicate is to control the mines for sixty years, on expiration of which term all the mines of the Syndicate, whether new or old, profitable or not, shall, with all plant, materials, buildings, land, railways, bridges, and all property acquired by the capital of the mines,

be handed over gratis to the Chinese Government, and in due time the Bureau shall request the Governor of Shansi to send Deputies to take delivery.

10. It is important that at each mine measures should be taken to prevent discord between officials and people. For this purpose the Bureau should request the Governor to appoint a Deputy, and a Syndicate should nominate one of the gentry, the salaries of both to be paid by the Syndicate.

11. On first opening of the mines foreigners must, of course, be employed as mining engineers and foremen, but later on the Bureau and the Syndicate should arrange to select for such positions any Chinese who may be proficient in mining, engineering, or managing work. For subordinate positions of little responsibility Chinese should be entirely employed, and Shansi natives as much as possible, so as to encourage improvement.

12. The miners employed should be chiefly Shansi men, and should be paid fair wages. After the mines are opened the Bureau and the Syndicate should select from European and American Mining Regulations suitable ones to apply to questions of compensation to miners for injuries while at work, to pensions for the aged after long service, the limit of daily working hours, &c., and obtain for such Regulations the approval of the Governor.

13. In opening the mines the Syndicate shall establish a school of engineering on mining in some locality convenient to the mines, and there shall be selected twenty or thirty promising youths by the local officials and gentry to study in this school under foreign instructors, and thus prepare for future employment on railways and in mines. The expenses for this school to be met by the Syndicate.

14. The 10,000,000 of silver taels to be loaned to the Bureau of Trade by the Peking Syndicate is an estimated sum. After the capital necessary for opening each mine has been supplied by the Syndicate, the Syndicate will be authorized to print shares, certificates, and conditions for the capital furnished, and fix the time of sale. Chinese merchants who apply for shares within a fixed time shall be allowed to buy of shares for sale any number they wish.

15. Chinese merchants who wish to buy shares may get them from the Bureau, who will procure them at current market rates; or they may themselves buy or sell the shares at pleasure. If any Chinese gentry or merchants shall, within the term of sixty years, acquire three-fourths of all the shares of any one mine, that mine may then be redeemed from the Syndicate, and the Bureau shall report upon same, and direct that shareholder to take charge of the mine.

16. If within the area authorized for opening mines there be mines already worked by the people, such private mines shall not be appropriated, but if a proprietor be willing to lease or sell his mine the

Bureau and the Syndicate shall offer a reasonable price for it, but no compulsion shall be used.

17. Whenever it may be necessary for any mine to make roads, build bridges, open or deepen rivers or canals, or construct branch railways to connect with main lines or with water navigation to facilitate transport of Shansi coal, iron, and all other mineral products from the province, the Syndicate on reporting to the Governor of Shansi is authorized to proceed with the works, using its own capital, without asking for Government funds. Regulations for branch railways are to be made in due time. With reference to the Chengting to Taiyuan Railway, for the construction of which the Bureau has borrowed capital from others, the Peking Syndicate, to avoid disputes, shall not construct any railway within 100 *li* on each side of it. Private land required for the works authorized as above shall be leased or bought according to the Rules already in force with other public Companies. No encroachment of private property shall be allowed, and the local authorities must be applied to for protection.

18. At the end of every year a printed account of profit and loss shall be rendered by each mine to the Bureau, and each mine shall appoint one Chinese and one foreign auditor to examine the accounts and certify that they are correct; and a general account of profit and loss for all the mines shall be jointly prepared and submitted to the Governor, who will send copies to the Tsung-li Yamên and Board of Revenue for audit. Payments due to the Government shall be reported at same time.

19. These mines being under the sovereignty of China, should China ever be at war with another country, the Syndicate will obey the orders of the Chinese Government prohibiting any aid to the enemy.

20. These Regulations shall be made out both in Chinese and foreign text; each party to have a copy for reference.

Signed in Peking on this 21st day of May, 1898, being the second day of the fourth month of the twenty-fourth year of the Emperor Kuang Hsu.

Seals of Mr. A. Luzzatti, General Agent of the Peking Syndicate (Limited), and of the Shansi Bureau of Trade.

No. 41.

RUSSIA.

PRELIMINARY AGREEMENT AND CONTRACTS CONCERNING THE CHENGTING-TAI-YUAN (CHENG-TAI) RAILWAY.

1898–1903.

(1) DRAFT OF AGREEMENT BETWEEN FANG, SUPERINTENDENT OF THE LIU-LIN-TAIYUAN RAILWAY CO. (UNDERSTOOD TO BE ACTING UNDER AUTHORITY FROM THE GOVERNOR OF SHANSI) AND POKOTILOW, DIRECTOR OF THE RUSSO-CHINESE BANK, FOR THE PROVISION OF A LOAN TO CONSTRUCT A RAILWAY FROM LIU-LIN (I. E., CHENGTING, A POINT ON THE PEKING-HANKOW LINE TO THE SOUTH OF THE HU-TO RIVER) TO TAI-YUAN-FU IN SHANSI.

The line is to run from Chengting to the coal mines on the Wei-shui river to the north of Pingting, and thence to Taiyuan. The cost—including "official profits" (*kuan-li*)—is estimated at Tls. 6,800,000. As it is impossible to raise this amount in China, Fang agrees to accept a temporary advance from the Russo-Chinese Bank on the following terms:—

1. A Company will be formed to construct the railway, and the Company will borrow Tls. 6,800,000 necessary from the Bank. Interest 6 per cent. from the date of advance.

2. The exact amount required will be determined after the completion of the surveys and estimates.

Until the railway is opened to traffic the interest will accrue, and be added to the principal of the loan. Should the traffic receipts during the two years following the opening be insufficient to pay the interest the deficiency will also be added to the loan capital. At the close of these two years, all the moneys owing to the bank by the Company on principal and interest must be reckoned up and interest paid on the full amount at 6 per cent. per annum. All surplus profits, excluding "official profits" (*kuan-li*) made within *five* years from the opening of the railway to be deposited in the Bank, the amount to go to the redemption of the loan at the end of the five years. The Bank to pay 4 per cent. on the amounts so deposited.

Dating from the sixth year after the opening of the line the Company agree to pay off the interest and principal due to the Bank by

quarterly instalments, extending over 25 years: such instalments to be paid in gold at current rates.

3. The Company may at will redeem the loan before the limit of the time specified.

The Company may issue share certificates to the amount of the loan, which are to be deposited with the Bank as security. Within the 25 years' limit certificates to the amounts redeemed from year to year will be handed over to the Company by the Bank. If, before the loan is redeemed, the Chinese public consider these shares a good investment, the Company may purchase them from the Bank and issue them at a premium of 20 per cent.

Should the Company redeem the debt due to the Bank in either of the two ways stated above, the Bank will have no further concern with the railway.

4. The Bank will decide in consultation with the Company all questions of route *gauge*, position of stations, amount of rolling stock, etc. All the construction and works will be executed under the supervision of the Company.

The Bank engages to use local materials and labour as far as possible, and in any case to spend the greater part of the loan on the spot. As little material as possible is to be procured from abroad, but whatever is thus obtained must come from Russian or French territory. All such materials are to be purchased by the Bank at the most reasonable prices, and questions as to the reasonableness of the prices are to be settled by reference by the Company to the Chinese Ministers in Russia and France.

5. During the whole 30 years $\frac{\text{or}}{\text{and}}$ while the loan is unredeemed, the high authorities of Shansi shall, at the request of the Company, interdict the construction of another railway or other mechanical means of transport between Liu-lin and Taiyuan-fu, as such would be detrimental to the interests of this railway.

6. The Company will see to the acquisition of the land required for the railway in accordance with the provisions of Chinese law. The regulations for the purchase of the land will be drawn up by the Company and approved by the Governor of Shansi who will be requested to instruct the local authorities to surrender or let whatever Government land is required for the railway line. As to private ground, graves, bridges, rivers, and roads, the regulations of the Tientsin railways will be followed, and reasonable compensation will be awarded. The local officials are to lend every assistance and to check disorder. In other matters the established precedents ruling in the railways already opened to traffic in Chihli are to be followed.

The price of the ground will be arranged by the Company with the owner, and the money handed over in the presence of a representative at the Bank specially appointed for that purpose. This will prevent irregularities.

The Bank will prepare detailed plans of the railway and send them to the Company, and the Company are given six months from the date of receipt of the plans within which to secure the land required for the track.

7. The Governor of Shansi will be moved to exempt from likin charges all railway material. Import and transit dues paid to the Imperial Maritime Customs are not included in this exemption.

8. The administration of the railway will rest with the Company. Mr. Fang will procure the assistance he needs, and from the date of the approval of this agreement Tls 10,000 a year will be advanced to him to cover the salaries of himself and assistants.

Before the opening of the railway and traffic these salaries will be advanced by the Bank and the amounts will be added to the loan accounts. After the opening they will be paid out of receipts by the Company. If there is a surplus after the payment of all expenses out of the receipts, it will rest with the Company to decide whether the remuneration above mentioned shall be increased. The Foreign Agent of the Bank will be present at all meetings of the Managing Officers, and will exercise supervision over all matters of accounts, machinery, etc.

9. The Foreign Agent will be specially appointed by the Bank after the completion of the railway to inspect the accounts, receipts, and expenditure. The accounts will be kept after foreign methods. He will also inspect the permanent way, machinery, stations, etc., and see that they are kept in good working order, and free from dilapidations. He will have foreign assistants, but their number will be kept as low as possible. The salaries of the Agent and his staff, which are not to exceed 100,000 francs or say Tls 30,000 a year will be paid by the Company. With these exceptions the *personnel* will be Chinese. As a temporary arrangement, however, China not possessing capable machinists, foreign artificers will be engaged by the Bank to work the machinery, but as soon as Chinese are available for this purpose the foreigners will be sent home. It is fully expected that Chinese will be employed as machinists before many years are over, and to attain this end the Superintendent is at liberty to establish engineering and mining schools near at hand, and to engage foreign instructors to teach 10 to 20 selected Chinese youths of capacity who may also be sent abroad to complete their knowledge.

The Board will assist the Company as far as possible in its efforts to dispense with foreign assistance and to secure capable Chinese machinists without delay.

10. After the completion of the railway the yearly surplus, if any, left after payment of working expenses and "official profits," is to be dealt with as follows:—

5-10ths to the Company. Should this 5-10ths amount to 30,000 taels or over, the Superintendent's salary will be paid out of it; if the

5-10ths do not amount to Tls. 30,000 the salary will form part of the working expenses.

2-10ths to the State.

1-10th to the Trade Bureau to be used for public purposes, and

2-10ths to the Bank—this payment to cease at the end of 30 years from the opening of the line. Should the Company be able to redeem the loan before this limit of time as provided for under Article 3, the Bank's 2-10ths will cease with such redemption.

11. The Bank will first undertake the construction of the first section to the coal mines of Ping-ting; this to be completed within 3 years from the acquisition of the ground required, according to the plans. This section finished, the Bank engages to begin work on the 2nd section from the coal mines to Taiyuan Fu within *two* years. If it fails to do so the Company is free to discharge the Bank from the contract and hand the work over to others to undertake. The Bank, in this case, is to hand over the surveys, estimates, and other documents relating to the 2nd section to the Company without payment therefor and without objection to the Company's action.

12. In case of default in the payment of principal and interest, the administration of the railway will pass temporarily into the hands of the Bank, but the Company will continue its supervision. The Superintendent, etc., will continue to meet and consult as before and the salaries will continue to be advanced in the manner stated in Article 8. The Bank will not under these circumstances be considered as entering into possession of the railway; it will simply administer on behalf of the Company until the loan and interest are paid in full, when the administration will be returned to the Company.

13. Superintendent Fang will move the local authorities to permit the Company, through the Trade Bureau, to select a few coal and iron mines in the country adjoining the railways; places granted to other persons being excluded from the selection.

Within a year from the approval of this agreement the Bank will indicate a few coal and iron mines which it will be able to work as soon as the necessary authorisation is received from the Governor of Shansi through the Trade Bureau. But the number of mines thus selected must not exceed four or five.

Superintendent Fang will also be authorised to choose a convenient site for glass works, the funds for the establishment of which will be provided by the Bank.

The financial terms relating to the mines and glass works will follow the same lines as those relating to the railway; 2-10ths of the surplus after payment of working expenses and "official profits" will go to the Bank in payment of principal and interest. In case of default the management of all the mines and the glassworks will revert to the Bank who will retain it until the loans and interest are redeemed.

14. This loan being a commercial arrangement made between Russian and Chinese merchants, it is understood that the Governments of China and Russia are in no way concerned.

15. This instrument is only preliminary. When it has been approved by the Governor of Shansi and authorised by the Emperor, it will as it stands become definitive.[a]

(2) Loan and Operating Contracts[b] for the Cheng-ting and Tai-yuan Railway.

Extracts.

[Translation.]

LOAN CONTRACT.

Between the undersigned:

(1) The Imperial Chinese Railway Company, represented by H. E. Sheng Hsüan-huai, its Director General, duly empowered by the Chinese Government;

(2) The Russo-Chinese Bank, represented by Mr. C. R. Wehrung, one of its Directors, with full powers, acting for said Bank;

It has been agreed as follows:

Article I.

Under the terms of the Imperial Edict of July 8, 1897 and May 17, 1898, i. e., 9th day, 6th moon, 23d year, and the 24th day, 3d moon, 24th year of the reign of H. M. Kuang-hsü, the Governor and the Director of the Commercial Bank of Shansi were authorized to sign a loan contract with the Russo-Chinese Bank for the building of a railway from Cheng-ting Fu to Tai-yuan Fu.

This line having a length of about 250 kilometers, forms a natural branch of the Hankow-Peking line; consequently the Governor of Shansi, in a report dated June 25, 1902, i. e., 18th day, 5th moon, 28th year of the reign of H. M. Kuang-hsü, proposed to the Chinese Government to instruct the Director of the Imperial Chinese Railway Company to personally take up the matter.

The recommendation was approved, and H. E. Sheng Hsüan-huai, Director General of the Imperial Chinese Railway Company, received instructions from the Chinese Government, in virtue of a Decree of

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[a] Confirmed by Imperial Decree in May, 1898, according to Memo. of British Minister at Peking of July 8, 1898. See British Parliamentary Blue Book, *China, No. 1, 1899*, p. 202; May 17, 1898, according to Art. I of Loan Contract.

[b] The Operating contract is practically identical with that made with the Belgian syndicate for the Luhan R. R. (see supra, Doc. No. 34, p. 242). It is for 30 years, but if the loan is paid off before that time it is to be cancelled (Art. 5). During the whole term of the contract the Russo-Chinese Bank is to receive 20% of the net receipts of the line (Art. 6).

September 7, 1902, i. e., 6th day, 7th moon, 28th year of the reign of H. M. Kuang-hsü, as a consequence of a joint report presented by the Wai-wu Pu and the Central Bureau of Mines and Railways, to negotiate a new loan contract for said railway with the Russo-Chinese Bank. Before signing the present contract, H. E. Sheng Hsüan-huai has submitted it for Ratification by the Chinese Government which has ratified it by a Decree of ——— of which a copy is annexed to the present contract (Annex No. 1).

Under the terms of this Edict H. E. Sheng-Hsüan-huai has decided to make a State foreign 5% gold loan, of a nominal value of 40,000,000 francs.

This loan will be known as the Chinese 5%, 1902 Loan.

It is understood that the present contract, after being signed, shall annul all preceding contracts relating to the railway from Cheng-ting Fu to Tai-yuan Fu, signed by the Governor of Shansi, in favor of the Russo-Chinese Bank.

ARTICLE II.

This loan shall be represented by 80,000 bonds of 500 francs gold.

These bonds, the text of which is annexed (Annex No. 2) to the present contract, shall be signed in the name of the Chinese Government by the Minister Plenipotentiary of China at Paris, duly advised by his Government.

They shall be issued in fractional bonds (*coupures*) of from 1 to 5 bonds, in such proportion as the Russo-Chinese Bank shall state and shall be made at the expense of the latter.

They shall bear 5% interest a year on the nominal capital, payable in gold. Interest shall run from the day of payment of installments (*du jour des versements*) and shall be payable the 1st September and the 1st March of each year.

Matured and paid coupons shall be classed in numeric order, by the Russo-Chinese Bank and at its expense.

(Articles III, IV, V, VI, VII, VIII, IX, X, XI, XII, and XIII are, *mutatis mutandis*, the same as the articles bearing the same numbers in DOCUMENT No. 58 infra).

ARTICLE XIV.

(Same as Art. XIV in No. 58 with exception of last two phrases of latter which are here omitted).

ARTICLE XV.

(Same as Art. XV in No. 58.)

ARTICLE XVI.

(Same as Art. XVI in No. 58 with the words "Bourses of Petersburg and of Paris" instead of "Bourses of the capitals of Europe.")

ARTICLE XVII.

Of the whole amount of the present loan, amounting to a nominal capital of 40,000,000 francs, the Russo-Chinese Bank buys outright 22,000,000 francs of nominal capital, or 44,000 bonds of 500 francs, delivery to date from payment to the Agency of the Russo-Chinese Bank at Paris, at the price of 90%, that is to say for the total sum of 19,800,000 francs.

ARTICLE XVIII.

(Substantially the same as Art. XVIII, in No. 58).

ARTICLE XIX.

(Same as Art. XIX. in No. 58, with omission of first five and the last paragraphs. Last paragraph reads: "It (the Russo-Chinese Bank) will endeavor to finish the work on the line within a term of three years."

ARTICLE XX.

(Substantially the same as Art. XX in No. 58).

ARTICLE XXI.

The Chinese Government gives the Russo-Chinese Bank an option to December 31, 1905, to purchase the balance of the loan, or 18,000,000 francs, and at the price of 90% of par value.

Said option may be availed of at one or several times, regardless of the amortizations made. Delivery of the bonds taken on the options will be made at the Russo-Chinese Bank in Paris, which will only surrender them under the conditions and terms provided for in the above Article XX.

ARTICLE XXII.

If the Russo-Chinese Bank should avail itself of the right given it to purchase all or a portion of the securities for which it has an option granted it, it shall come to an agreement in each case with the Imperial Chinese Railway Company to determine the sections (of line) to be built with the new funds.

ARTICLE XXIII.

Studies for the line, dating from the signing of the present contract, are at the expense of the Imperial Chinese Railway Company. The whole line shall be divided into two principal sections: The first from Cheng-ting Fu to P'ing-t'ing on the left bank of the Wei-shui River, to the north of P'ing-t'ing Chou, and the second from that point to Tai-yuan Fu.

It is hereafter to be understood that the section to be built with the funds derived from the first option, will be that from Cheng-ting Fu to P'ing-t'ing and that studies for it will begin the first year.

Within two months from the date of ratification of the present contract, the Russo-Chinese Bank will place at the disposal of the Director-General of the Imperial Chinese Railway Company a sum of 1,000,000 francs as an advance on the proceeds of the loan.

This sum, it is understood, can only be applied to studies and construction work on the Shansi railway. The rate of interest on this advance is fixed at 6% annually, regardless of the price of issue.

The first option must be taken up within eleven months from the date of signing the present contract; the proceeds of said option shall be applied in the first place to refunding the above mentioned advance.

ARTICLE XXIV.

The Russo-Chinese Bank reserves the right to make one or more issues, by public subscription or otherwise, of the whole or a part of the bonds bought outright, or forming a part of the option; the expense of such issues to be borne, of course, by the Russo-Chinese Bank.

ARTICLE XXV.

(Substantially the same as Art. XXIV in No. 58.)

ARTICLE XXVI.

(Same as Art. XXV in No. 58 except that cases of disagreement between the parties to the contract are to be settled by the Russian Minister at Peking and a member of the Chinese Foreign Office or by a judge of their choice.)

ARTICLE XXVII.

(Same as first phrase of first paragraph of Art. XXVI in No. 58.)

ARTICLE XXVIII.

(Same as Art. XXVI in No. 58, exclusive of first phrase.)

No. 42.

GREAT BRITAIN.

PRELIMINARY AGREEMENT BETWEEN THE HONG KONG AND SHANGHAI BANK AND DIRECTOR-GENERAL HU FOR A LOAN TO THE PEKING-NEWCHWANG RAILWAY.[a]

JUNE 7, 1898.

This is a preliminary Agreement made between His Excellency Hu, Governor of Peking and Administrator-General of the Imperial Railways of North China within and without the Great Wall, hereinafter called the Administrator-General, of the one part; and the Hong Kong and Shanghae Banking Corporation representing a British Syndicate hereinafter called the Syndicate, of the other part.

1. The Syndicate is hereby authorized by the Administrator-General to make arrangements to float and issue, on behalf of the Railway administration on the best terms obtainable on the market, a sterling loan for the equivalent of about (16,000,000 taels), for the construction of a railway-line from Chung-hou-sou to Hsin ming-ting, and a branch line to Ying-tzu, and for the redemption of existing loans to the Tien-tsin–Shan-hai-kuan and Tien-tsin–Lu-kou-chiao lines.

2. The security for the loan shall be the permanent way, rolling-stock, and entire property, together with the freight and earnings of the existing lines between Peking, Tien-tsin, Tang-ku, and Chung-hou-sou, and also of the proposed new lines when constructed, in addition to the rights of mining coal and iron, which will be retained by the Railway administration on each side of the proposed new lines, for a distance to be determined. In the event of default or arrears in payment of interest or repayments of principal, the said railway lines and mines shall be handed over to representatives deputed by the Syndicate, to manage them on their behalf, until principal and interest of the loan are redeemed in full, when the management will revert to the Railway Administration.

It will, however, be provided that if such arrears are for a small sum, and it appears desirable to the Syndicate to extend the due date of their payment for a term not exceeding three months, it shall be open to the Syndicate to do so.

In the event of any special circumstances arising necessitating the introduction of important changes by the management aforesaid, these

[a] British Parliamentary Blue Book, *China, No. 2 (1899)*, p. 4.

changes shall be effected in consultation with the Administrator-General, and in the best interests of the railway. In the case of war or famine, troops and grain will be transported over the lines on terms to be arranged hereafter.

No further loan, charge, or mortgage shall be charged on the security named above until this loan is redeemed.

3. During the currency of their loan, the principal members of the railway staff shall be capable and experienced Europeans who shall be, as at present, appointed by the Administrator-General of the Railway, and may be, in the event of their misconduct or incompetency, dismissed, after consultation with the Chief Engineer. If there are Chinese with sufficient engineering or traffic experience, they may be appointed as well as Europeans. Should it be necessary to appoint a new Chief Engineer, such appointment shall be made in consultation with the Syndicate.

In addition to above, a capable and experienced European railway accountant shall be appointed to inspect all the accounts of the railways.

All receipts and earnings of the lines herein specified shall be paid into the credit of the Railway Administration with the Hong Kong and Shanghae Banking Corporation, Tien-tsin, together with 50,000 taels annually payable under the Board of Revenue's arrangement, approved by the Throne, by each of the Provinces of Shansi, Shensi, Honan, and Anhui for railway purposes for ten years.

All expenses of repairing and maintaining lines will be paid from this account, the remainder of which shall then be charged with the service of this loan.

4. The rate of interest, price, term of years, and other particulars shall be left to the Syndicate to arrange on the best terms possible on the market when the moment appears favourable for floating the loan. Instalments of proceeds will be arranged as far as possible to suit the progress of construction and the requirements of the Administrator-General, interest being calculated from the date of such payments. The Loan will be redeemable by annual drawings to be scheduled in the final Agreement. Besides the drawings so scheduled, the Administrator-General may from time to time, on giving due notification to the Syndicate, call for extra drawings to be held, bonds so drawn being redeemed by the Railway Administration at 20 per cent. premium on their par value.

5. If it should be found that the Loan cannot be floated without the introduction of some special attraction, the Administrator-General small memorialize the Throne, recommending that a Concession of mining rights be granted to the Syndicate at a point or points on the lines, and on terms to be arranged with the Syndicate on the basis of the mining Regulations newly established by the Tsung-li Yamên.

The requests of the Syndicate will be confined to mines within a distance of 5 *li* of the railway.

6. The date of issue of this loan shall be left to the discretion of the Syndicate, to be fixed in accordance with the state of the market, but should it be found impossible to issue it before the 1st day of October next, the Syndicate will arrange to advance to the Administrator-General on or about that date, an instalment of about 2,000,000 taels on account of, and repayable out of the proceeds of the loan when floated. The terms of this advance shall be left to the arrangement of the Syndicate on the best terms obtainable, interest not to exceed the rate of 5½ per cent. per annum, and the Syndicate shall be authorized to issue temporary bonds for the amount if required.

7. For the satisfaction of the investing public who are unacquainted with China, a satisfactory report will be required from District Engineer, Mr. J. Ginnell, as to the condition and earning power of the old lines, and as to the route, prospects, and mineral wealth of the new lines to be constructed, and Mr. Ginnell shall be instructed by the Administrator-General to proceed to London as soon as possible after the signing of this preliminary Agreement, to confer with the Syndicate on these matters.

8. The terms of this preliminary Agreement will, immediately after signature, be submitted by the Administrator-General to the Throne for sanction by Imperial Edict, which shall be officially communicated by the Tsung-li Yamên to the British Minister in Peking.

9. Three months from the date of signature of this preliminary Agreement shall be allowed to the Syndicate to accept or decline its terms. Upon their confirmation by the Syndicate, this preliminary Agreement shall be replaced by a definitive Agreement, providing for all details.[a]

Signed at Peking, this 7th day of June, 1898, being the 19th day of the 4th moon of the 24th year of the Emperor Kuang Hsü.

(Seal of Administrator-General of Railways within and without the Shan-hai-kuan boundary.)

For the Hong Kong and Shanghae Banking Corporation,

(Signed) E. G. HILLIER, *Agent.*

[a] The definitive Agreement bearing date October 10, 1898, is given below, pp. 332-337.

No. 43.

GREAT BRITAIN.

REGULATIONS AGREED UPON BY THE YÜ-FENG COMPANY AND THE PEKING SYNDICATE FOR MINING PURPOSES, IRON WORKS, AND TRANSPORTING MINE PRODUCTS OF ALL KINDS IN THE PROVINCE OF HONAN.[a]

JUNE 21, 1898.

1. The Governor of Honan having sanctioned the request of the Yü-Feng Company for the sole right to work all mines around Huai Ching Fu, and in all the hill country in Honan Province north of the Yellow River, the several concessions granted are now transferred for operation to the Peking Syndicate for the period of sixty years. Mining engineers shall first be sent to find in what township and hills the mines are situated and what they produce, and make maps thereof with explanations inserted, which shall be submitted to the Governor of Honan that he may see that the proposed works are not injurious to the place; and he shall report thereon to the Tsung-li Yamên for record, and at the same time issue a permit for the mines to be opened without the least delay. If mining lands belong to the people, the lease or purchase shall be made by arrangement with the owners for a reasonable price; if it be Government land the tax to be paid on it shall be double the ordinary land tax for that locality.

The Governor of Honan has authorized the Yü-Feng Company to negotiate a foreign loan not to exceed 10,000,000 taels. Should the mining engineers employed find this sum insufficient, the Yü-Feng Company may borrow more only of the Peking Syndicate.

3. All matters of administration, exploitation, employés and finances shall be controlled by the Board of Directors of the Peking Syndicate, and the chief of the Yü-Feng Company shall co-operate. The Governor of Honan shall be requested to send officials from time to time to inspect the accounts of receipts and expenditures.

4. Each mine must have one foreign and one Chinese Manager, the foreigner to control the works, the Chinese to attend to all matters between natives and foreigners. Accounts will be kept by the foreign system; receipts and payments of money to be controlled by the

[a] British Parliamentary Blue Book, *China No. 1 (1899)*, p. 194.

foreign Manager and audited by the Chinese Manager. At all mines Chinese should be employed as much as possible. All salaries to be paid by the Syndicate.

5. When prospecting for mines if there be any boring or sinking of pits to examine mineral deposits an arrangement should first be made with the landowner to compensate him for any crops injured. If a mine be opened on private land an arrangement must be made with co-operation of the local officials to lease or buy the land for a reasonable price fair to both parties as a measure to justice. Wherever land leased or bought for mines contains cemetery or mortuary shrines some plan must be devised to avoid them—there must be no excavation. After mines are opened should there be damage to life or buildings from subsidence in the mines, the Syndicate shall make charitable compensation.

6. Wherever mines are worked there shall be paid yearly to the Chinese Government as producer's tax ("lo-ti-shui") 5 per cent. on the cost of extracting the output of the mines. From the profits shown by the yearly accounts there shall first be paid 6 per cent. interest on the capital employed, and next 10 per cent. shall be set aside as a sinking fund for yearly repayment of capital and consequent reduction of interest payments to sinking fund ceasing when the invested capital is wholly repaid; and from the remaining net profit 25 per cent. shall be paid to the Chinese Government, and the remainder shall go to the Syndicate for its own disposition. In future, wherever foreign capital is used to work coal and iron mines in China this rule for a 5 per cent. Government tax on the output shall be enforced, so that all may be treated alike. This capital being money lent by merchants for mining purposes, the Chinese Government will not in any way be responsible for losses incurred in the business.

7. As the Syndicate will work mines in several places, the accounts and profits of each mine must be kept distinct from the others. The gains of one mine should not be made to off-set the losses of another, and so cause the Government income to suffer reduction.

8. All machinery, materials, and supplies needed for the mines shall, on importation, be subject to the rules in force with the Kai-Ping and other mining Companies, and pay one full duty and a-half to the Maritime Customs, and shall be exempt from all inland *li-kin* taxes. The products of the mines, when exported from a sea-port, shall pay export duty according to the Customs Tariff.

9. The Syndicate is to control the mines for sixty years, on expiration of which term all the mines of the Syndicate, whether new, or old, profitable or not, shall, with all plant, materials, buildings, lands, railways, bridges, and all property acquired by the capital of the mines, be handed over gratis to the Chinese Government, and in due time the

Yü-Feng Company shall request the Governor of Honan to send deputies to take delivery.

10. It is important that at each mine measures should be taken to prevent discord between officials and people. For this purpose, the Yü-Feng Company should request the Governor to appoint a deputy, and the Syndicate should nominate one of the gentry. The salaries of both to be paid by the Syndicate.

11. On first opening the mines foreigners must of course be employed as mining engineers and foremen, but later on the Yü-Feng Company and the Syndicate should arrange to select for such positions any Chinese who may be proficient in mining, engineering, or managing work. For subordinate positions of little responsibility Chinese should be entirely employed, and Honan natives as much as possible, so as to encourage improvement.

12. The miners employed should be chiefly Honan men, and should be paid fair wages. After the mines are open, the Yü-Feng Company and the Syndicate should select from European and American Mining Regulations suitable ones to apply to questions of compensation to miners for injuries while at work, to pensions for the aged after long service, the limit of daily working hours, &c., and obtain for such Regulations the approval of the Governor.

13. In opening the mines the Syndicate shall establish a school of engineering and mining in some locality convenient to the mines, and there shall be selected twenty or thirty promising youths by the local officials and gentry to study in this school under foreign instructors, and thus prepare for future employment on railways and in mines. The expenses for this school to be met by the Syndicate.

14. The 10,000,000 silver taels to be loaned to the Yü-Feng Company by the Peking Syndicate is an estimated sum. After the capital necessary for opening each mine has been supplied by the Syndicate, the Syndicate will be authorized to print share certificates and conditions for the capital furnished, and fix the time of sale. Chinese merchants who apply for shares within the fixed time shall be allowed to buy of shares for sale any number they wish.

15. Chinese merchants who wish to buy shares may get them from the Yü-Feng Company, who will procure them at current market rates, or they may themselves buy or sell the shares at pleasure. If any Chinese gentry or merchants shall, within the term of sixty years, acquire three-fourths of all the shares of any one mine, that mine may then be redeemed from the Syndicate, and the Yü-Feng Company shall report upon same, and direct that shareholder to take charge of the mine.

16. If, within the area authorized for opening mines, there be mines already worked by the people, such private mines shall not be appropriated, but if a proprietor be willing to lease or sell his mine, the

Yü-Feng Company and the Syndicate shall offer a reasonable price for it, but no compulsion shall be used.

17. Whenever it may be necessary for any mine to make roads, build bridges, open or deepen rivers or canals, or construct branch railways to connect with main lines, or with water navigation to facilitate transport of Honan coal, iron, and all other mine products from the province, the Syndicate, on reporting to the Governor of Honan, is authorized to proceed with the works, using its own capital, without asking for Government funds.

Regulations for the branch railways are to be made in due time.

Private land required for the works authorized as above, shall be leased or bought according to the rules already in force with other public Companies.

No encroachment of private property shall be allowed, and the local authorities must be applied to for protection.

18. At the end of every year a printed account of profit and loss shall be rendered by each mine to the Yü-Feng Company, and each mine shall appoint one Chinese and one foreign auditor to examine the accounts and certify that they are correct; and a general account of profit and loss for all the mines shall be jointly prepared and submitted to the Governor, who will send copies to the Tsung-li Yamên and Board of Revenue for audit.

Payments due to the Government shall be reported at same time.

19. These mines being under the sovereignty of China, should China ever be at war with another country the Syndicate will obey the orders of the Chinese Government prohibiting any aid to the enemy.

20. These Regulations shall be made out both in Chinese and foreign text, each party to have a copy for reference.

Signed in Peking on the 21st day of June, 1898, being the 3rd day of the 5th month of the 24th year of the Emperor Kuang-Hsu.

(Signed) A. LUZZATTI,
General Agent of the Peking Syndicate (Limited).

[Seal of the Peking Syndicate, Limited.]

(Signature of the Chief of the Yü-Feng Company.)

[Seal of the Tsung-li Yamên.]

No. 44.

CHINA.

INLAND NAVIGATION—REGULATIONS GOVERNING TRADE ON THE YANG-TSZE-KIANG.[a]

PEKING, AUGUST, 1898.

ARTICLE 1. *Former Regulations rescinded.*—The Revised Regulations of Trade on the Yang-tsze-Kiang (1862) having been amended, and the substance of their provisions having been incorporated in the present Yang-tsze Regulations, the said Revised Regulations of Trade on the Yang-tsze-Kiang are hereby abrogated, together with the Port and Customs Regulations thereon dependent.

ART. 2. *Ports, Stages, and Passenger Stations.*—The merchant vessels of the Treaty Powers are authorised to trade on the Yang-tsze-Kiang at the following Treaty Ports:—

Chinkiang, Nanking, Wuhu, Kiukiang, Hankow, Shasi, Ichang, and Chungking: and to land and ship goods in accordance with special regulations at the following non-Treaty ports:—

Tatung and Anking, in Anhwei; Hukow, in Kiangsi; Lukikow and Wusueh, in Hukwang.

Shipment or discharge of cargo at any other points on the river is prohibited, and any violation of the prohibition will be dealt with in accordance with the Treaty provisions applicable to clandestine trade along the coast; but passengers and their baggage may be landed and shipped at any of the regular passenger stations (at present consisting of Kiangyin and Ichang, in Liang Kiang, Hwangtzekang and Hwangchow, in Hukwang: passengers baggage must not contain articles subject to duty, and the presence of dutiable articles will render the whole liable to confiscation.

ART. 3. *Three Classes of Vessels.*—Merchant vessels trading on the river are to be divided into three classes:—

First-class: sea-going vessels trading for the voyage up river beyond Chinkiang.

Second-class: river steamers running regularly between any of the river ports or Shanghae and any river port.

Third-class: small craft (lorchas, papicos, junks, &c.).

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[a] British Parliamentary Blue Book, *China, No. 1* (1899), p. 252.

These three classes of vessels will be dealt with according to Treaty and the Rules for the ports traded at.

ART. 4. *Sea-going Vessels.*—Sea-going vessels trading no further up river than Chinkiang will be dealt with at Chinkiang in every respect like vessels trading at other coast ports; but sea-going vessels on a voyage further up river than Chinkiang become thereby vessels trading on the river of the first class set forth in the preceding Article: such merchantmen, whether steamers or sailing vessels, must deposit their Registers with the Consul, or, if Consularly unrepresented, with the Customs, at Shanghae, Woosung, or Chinkiang, where the Customs, on receipt of a Consular application or a deposit of papers, will issue a Certificate to the vessel, to be called the "Special River Pass," on which shall be entered the vessel's name, flag, registered tonnage, general cargo, and armament. The vessel may then proceed up river and at whatever Treaty ports she trades must report and clear, load and unload cargo, and pay dues and duties in the same manner as at other Treaty ports along the coast. On return to the port that issued it—Chinkiang, Woosung, or Shanghae—the "Special River Pass" is to be surrendered to the Customs, and the Customs, on having ascertained that all dues and duties have been paid and all other conditions satisfied, will then issue the Grand Chop to enable the vessel to procure her Register and proceed to sea.

ART. 5. *River Steamers.*—Any steamer intended to trade regularly on the river may deposit her register at the Consulate at Shanghae, or, if Consularly unrepresented, at the Custom-house, when the Customs, on the receipt of a Consular application or on the deposit of the register, will issue a certificate, on which shall be entered the vessel's name, flag, registered tonnage, and armament, to be called the "river pass," that shall be valid during the current year; such river pass must be renewed every year either at Shanghae or at Hankow or Ichang in the case of river steamers trading above those places, and not returning to Shanghae.

River pass steamers will report and clear, load and discharge, and pay dues and duties in accordance with the Customs Regulations of the port concerned; their tonnage dues are to be paid at the ports which issue or renew the river pass (Shanghae, Hankow, or Ichang).

Infringement of River Port Regulations will be punished by the infliction of the penalties in force at other Treaty ports; for a second offence the river pass may be cancelled and the steamer refused permission to trade thenceforward above Chingkiang.

Any steamer not provided with a river pass, if proceeding above Chinkiang, will come under the rule affecting sea-going vessels laid down in Article 4, and will be treated accordingly.

ART. 6. *River Pass Steamers' Cargo.*—The former Regulation having been abrogated which made it obligatory to deposit coast trade duties

simultaneously with paying export duties, river pass steamers will now pay duties in the same way as vessels at other Treaty ports along the coast, that is, export duties at the port of departure before shipment of exports, and import or coast trade duties at the port of discharge before release of imports, and similarly they will ship, tranship, and discharge cargo after report, examination, and issue of permit, in the same way as vessels at Treaty ports along the coast.

When tea is landed by a river pass steamer, the consignee, instead of paying coast trade duty, may deposit a bond for the amount; on proof of reshipment within a year the bond will be cancelled. When reshipped tea is relanded at another port—*e. g.*, reshipped at Hankow and relanded at Shanghae—a new bond will be required in lieu of coast trade duty, to be cancelled on subsequent reshipment; and so on.

ART. 7. *Small Craft* (*Lorchas, Papicos, Junks, &c.*):—

(*a.*) Lorchas, &c., owned by foreigners, if provided with registers, and entitled to fly national flags, are required to take out a special river pass either through the Consulate or from the Customs direct at Chinkiang if proceeding further up the river. They will report, work cargo, and pay duties like other sea-going special river pass vessels.

(*b.*) Papicos, &c., owned by foreigners, but not provided with registers or entitled to fly national flags, are to take out Customs registers at the port they belong to, and report, work cargo, and pay duties in the same way as lorchas, &c.

(*c.*) Chinese junks chartered by foreigners are only available for conveying foreign-owened cargo from Treaty port to Treaty port; they must take out special junk papers at the Customs, to be obtained in exchange for bonds executed at and deposited with the Customs, the conditions of the bond being that the cargoes are *bonâ fide* foreign property, and will be landed and pay duty at a Treaty port, and the penalty that if the cargoes fail to be so landed and pay duty no chartered junk will thereafter be cleared for the foreigner in question. Such junks to report, work cargo, and pay duties in the same way as lorchas, papicos, &c.

ART. 8. *Cargo Certificates.*—Special river pass merchantmen, river pass steamers, and lorchas, papicos, and junks, &c., must apply to the Customs at the port of departure for a cargo certificate ("tsung tan"), which, on the vessel's arrival at the port of destination, must be handed in to the Customs before permission to discharge can be given. The vessel will be responsible for the duties on all goods entered on the said cargo certificate, and not landed on permit at port of discharge.

ART. 9. *Miscellaneous.*—Any trading vessel falling in with a revenue cruiser or Customs boat on the Yang-tsze-Kiang is to produce her papers for inspection if examination of them is required. Vessels unprovided with proper papers will be dealt with under the Treaty Articles penalizing clandestine trade along the coast.

The Customs may seal the hatches of any vessel trading on the Yang-tsze, and may place Customs officers on board to accompany her on the trip, whether up stream or down.

Special river pass vessels of the first-class are not required to anchor to exhbit their papers at the intermediate ports passed and not traded at.

ART. 10. *Yang-tsze Customs and Port Regulations.*—The adoption and promulgation of new Regulations for vessels trading on the Yang-tsze having rendered meaningless sundry Customs and Port Regulations which guided procedure under the former system, and having necessitated the substitution of fresh Regulations and different practice under the system now introduced, the ports concerned (Shanghae, Chinkiang, Nanking, Wuhu, Kiukiang, Hankow, Shasi, Ichang, and Chunking) will proceed forthwith to arrange and publish new Rules and Regulations, and these are, on the one hand, to facilitate trade, and, on the other, to protect revenue and prevent smuggling.

The above Regulations are open to revision when and if necessary.[a]

[a] The above Regulations have been revised and amended by Art. X and Annex C of the British Treaty of 1903 (see *supra*, pp. 112, 118–120), and by Art. III and Annex I of the Japanese Treaty of 1903 (see *supra*, pp. 122, 126–128).

No. 45.

GREAT BRITAIN.

CONCESSION AGREEMENT RESPECTING THE NAN P'IAO COAL MINES.[a]

OCTOBER 10, 1898.

This is an Agreement between his Excellency Hu, Governor of Peking, Administrator-General of the railways of North China, within and without Shan-hai-kuan, hereinafter called the "Administrator-General," of the one part, and the Hong Kong and Shanghae Banking Corporation, for themselves and on behalf of the British firm of Jardine, Matheson, and Co., representing as joint agents the British and Chinese Corporation (Limited), hereinafter called the "Corporation," of the other part.

1. The Administrator-General having purchased the coal mines known as Shang P'iao, Chung P'iao, and Hsia P'iao, at Nan P'iao, in the district of Ch'ao Yang, now enters into an Agreement with the Corporation to operate the same on joint account. Any other mines in the neighbourhood of the above, or of the railway line between Nu-erh-ho and Nan P'iao, and between Nan P'iao and Chinchou that may subsequently be acquired by purchase or otherwise by the Administrator-General, shall also come under the terms of this Agreement for operation either on joint account or by the Corporation alone, it being always provided that all operations under the terms of this Agreement are optional to the Corporation, and subject to a favourable report from its Mining Engineer.

2. The Corporation shall send its own Mining Engineer as soon as possible to examine the property acquired, and will indicate, after consultation with the Administrator-General and the Chief Engineer of the Railway Administration, the points at which it is desirable to sink shaft and commence operations. The Mining Engineer of the Corporation will also make a survey of the whole area above named, with a view to the extension of operations, and on the receipt of his Report upon the same, the Administrator-General will take immediate steps for the purchase of the necessary property at the points recommended in the Report. No compulsion shall be used in the purchase of such property if the owner refuses to part with it, but in such case it will be arranged that the Administrator-General shall have the first refusal thereafter.

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[a] British Parliamentary Blue Book, *China No. 2* (1899), p. 40.

3. An estimated capital of 1,000,000 Kung-p'ing taels for the opening and working of the mines shall be provided in equal shares by the Administrator-General and the Corporation, either by private subscription, the public issue of script, or in such other manner as each party may deem necessary in its own interests. Of the estimated capital of 1,000,000 taels the sum of 125,000 taels shall be deposited by the Corporation at the Hong Kong and Shanghae Bank, London, in £ sterling not later than the 30th November, 1898, and the sum of 125,000 taels shall be deposited by the Administrator-General at the Tien-tsin branch of the same bank on or before the same date. The balance of the estimated capital, namely, 750,000 taels, shall be similarly provided in equal shares by each party not later than the 30th November, 1899. All such deposits shall be held by the bank to the order of the Corporation for the purchase of plant and the opening and working of the mines. Should an increase of capital be found necessary later on, it shall be similarly provided in equal shares by the Administrator-General and the Corporation.

4. The construction of the branch line from Nu-erh-ho to the Nan P'iao collieries will be carried out by the Administrator-General in terms of his Agreement with the Corporation for the Shan-hai-kuan-Newchwang main line and dependencies.

5. All matters of exploitation, administration, employés, and finances shall be undertaken by the Corporation in co-operation with the Administrator-General of Railways.

6. The mines shall have one foreign Manager, appointed by the Corporation, and one Chinese Manager, appointed by the Administrator-General; the foreign Manager will control the works, and the Chinese Manager will attend to all questions between natives and foreigners.

Accounts shall be kept on the foreign system by an European Accountant.

All receipts and payments of money will be controlled by the foreign Manager, and audited by the Chinese Manager.

Chinese shall be employed in the mines as much as possible, and where aptitude is shown, opportunity will be given to Chinese to fit themselves for posts of responsibility.

7. The royalty and taxes to be paid by the mines are restricted to the following:—

(1.) To the Taotai of Jehol an annual fee of 15 taels.

(2.) To the Imperial Government of China a royalty of 5 per cent. of the output of coal, or its value, at the pit's mouth.

(3.) To the Mongolian Chief of the district a commuted payment of 1,500 taels per annum.

(4.) Duty payable by the Shang, Chung, and Hsia P'iao mines, amounting to a total sum of 790 taels per annum.

8. Machinery and materials required for the use of the mines shall pay one customs duty and a-half on importation, in accordance with the Regulations of the Kaiping mines, and shall thereafter be free from all *li-kin* or other imposts whatever. The products of the mines when exported from a seaport, shall pay export duty according to the Customs Tariff on the produce of Chinese Government mines.

9. The Railway Administration agrees to carry over its lines the output of the mines at rates not exceeding a basis of 720 big cash per ton from Nan P'iao to Nu-erh-ho up to a monthly tonnage of 30,000 tons, anything above that quantity to be carried at 25 per cent. discount on this Tariff, and 10 big cash per ton per mile on the main lines. These rates include conveyance of the coal from the junction of colliery sidings to the Mining Company's yard at Yingkou, the filling and discharge of cars being done by the Mining Company. These rates may be modified from time to time by arrangement between the Administrator-General, the Chief Engineer of the Railways, and the Corporation; cases of dispute shall be referred to an arbitrator to be agreed upon by the parties concerned, and so far as they refer to the handling of coal at the mines, wharves, docks, &c., the rules of the Kaiping mines shall be taken as a precedent.

10. In consideration of the special transport rates given by the Railway Administration to the Mining Company, that Company will provide fuel to the railway at the following rates:—

(1.) Best hand-picked lump coal for locomotives, 4,000 big cash, free in cars, per ton at colliery.

(2.) Ordinary lump coal for stationary boilers, &c., 3,000 big cash, free in cars, per ton at colliery.

(3.) Small coal for kilns and tank heating, 2,200 big cash, free in cars, per ton at colliery.

(4.) Best coke, 8,000 big cash, free in cars, per ton at colliery.

Other qualities to be arranged on the above basis of charges, as may be from time to time necessary.

11. In matters of compensation to miners for injuries, of limit of working hours, &c., the Corporation shall be guided by European and American Mining Regulations bearing on these questions, so far as these are applicable.

12. Should the Corporation desire to issue a prospectus for the mines and invite subscriptions from the public at any time, the Administrator-General will grant his official seal to such documents as may be necessary for the ratification to the public of the Corporation's rights.

13. Wherever it shall be necessary to construct roads, bridges, or accessories necessary for the working of the mines, or for the transport of their produce, the Corporation will notify the Administrator-General, who shall thereupon make prompt arrangements with the local officials to facilitate the carrying out of the same.

14. At the end of every half-year, an account of profit and loss, signed by the foreign and Chinese Managers, shall be rendered to the Administrator-General. All the working expenses of the mines, deterioration of plant, salaries of Europeans and Chinese staff, the royalty and taxes on output, customs import and export dues, and disbursements of every nature shall be placed to the debit of this account, the net balance of which, if a profit shall be shared equally by the Administrator-General and the Corporation, if a loss, will fall equally on both parties.

15. Immediately after the signature of this Argeement the Administrator-General will memoralize the Throne, and obtain an Imperial Edict confirming and sanctioning the provisions of this Agreement.

The Imperial Edict so received will be then communicated officially and without delay by the Tsung-li Yamên to the British Minister at Peking, that he may take the usual steps with regard to commercial undertakings.

16. This Agreement is executed in quadruplicate, in English and Chinese, one copy to be retained by the Administrator-General, one by the Tsung-li Yamên, one by the British Minister at Peking, and one by the Corporation. Should any doubt arise as to the interpretation of the contract the English text shall be accepted as the standard.

Signed at Pekịng by the Contracting Parties this twenty-fifth day of the eight month of the twenty-fourth year of the Emperor Kuang Hsü, being the tenth day of October, one thousand eight hundred and ninety-eight, Western Calẹndar.

(Seal of the Railway Administration.)

(For the Hong Kong and Shanghae Banking Corporation.)

(Signed.) E. G. HILLIER,

Agent, Attorney for the British and Chinese Corporation (Limited)

No. 46.

GREAT BRITAIN.

SHAN-HAI-KUAN–NEWCHWANG RAILWAY LOAN AGREEMENT.[a]

SIGNED AT PEKING, OCTOBER 10, 1898.

This agreement is made between his Excellency Hü, Governor of Peking, as Administrator-General of the Railways of North China within and without Shan-hai-kuan, acting under the authority of the Imperial Chinese Government, hereinafter called the "Administrator-General," of the one part, and the Hong Kong and Shanghae Banking Corporation, for themselves and on behalf of the British firm of Jardine, Matheson, and Co., representing as joint agents the British and Chinese Corporation (Limited), hereinafter called the "Corporation," of the other part:

Whereas, on the 7th day of June, 1898, being the 19th day of the 4th month of the 24th year of the Emperor Kuang-Hsü, a preliminary Agreement was signed at Peking[b] between the Administrator-General and the Hong Kong and Shanghae Banking Corporation, representing a British Syndicate, for a sterling loan for the equivalent of about 16,000,000 taels for the construction of a railway line from Chung-hou-so to Hsin-ming-t'ing and a branch line to Ying-tzu, and for the redemption of existing loans made to the Tien-tsin–Shan-hai-kuan and Tien-tsin–Lukouchiao Railway lines; and

Whereas in terms of the preliminary Agreement a period of three months from its date was allowed to the Syndicate to accept or decline its conditions; and

Whereas the Hong Kong and Shanghae Banking Corporation, before the expiration of the period named, duly notified the Administrator-General that it is prepared, with certain modifications, to arrange the issue of the loan upon the conditions named in the preliminary Agreement:

It is now agreed as follows:—

1. The Corporation agrees to issue on behalf of the Administrator-General a sterling loan for the amount of 2,300,000*l.*, the proceeds of which are to be applied in the order following:—

(1.) To the redemption forthwith or at maturity of the loans and advances specified in the statement attached to this Agreement which

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[a] British Parliamentary Blue Book *China No. 2* (1899), p. 29.

[b] See supra, p. 317.

have been made by foreign banks to the Tien-tsin–Shan-hai-kuan and the Tien-tsin–Lukouchiao Railway lines. The Administrator-General hereby certifies that the total amount of the liabilities due by the lines named does not exceed the sum of 3,000,000 taels.

(2.) To the carrying out within a period of three years from the date of this Agreement of certain improvements and additions to rolling-stock on the existing lines between Peking and Shan-hai-kuan, recommended by the European Chief Engineer, and estimated by him to cost about 1,500,000 taels.

(3.) To the construction of a railway line from Chung-hou-so to Hsin-ming-t'ing, and one from a point on that line near Shih-san-chan to Ying-tzu, and of a branch line from Nu-erh-ho to the collieries of Nan P'iao.

The Administrator-General engages that the construction of the new lines here specified shall be completed within a period of three years from the date of this Agreement.

2. In the event of the proceeds of this loan being insufficient for the completion of the new lines here specified, the Administrator-General will provide or will arrange with the Imperial Government of China to provide funds from other sources sufficient to complete their construction.

3. This loan shall be a first charge upon the security of the permanent way, rolling-stock, and entire property, with the freight and earnings of the existing lines between Peking and Shan-hai-kuan, and on the freights and earnings of the new lines when constructed. The Administrator-General shall, during the continuance of this loan, maintain the railway buildings, works, rolling-stock, and dependencies in good order and condition, and shall increase the rolling-stock from time to time to such extent as shall be necessary for the requirements of the traffic.

Should it be decided hereafter to construct branch lines or extensions connecting with the lines herein named, their construction shall be undertaken by the Railway Administration, and should the funds of the Railway Administration be insufficient for that purpose, it shall apply to the Corporation for the same.

4. The principal and interest of this loan are guaranteed by the Imperial Government of China, and in the event of default in payment of interest or repayment of principal at due date, the Corporation shall immediately notify the Imperial Government of China thereof, and the Imperial Government of China will thereupon provide the funds necessary to meet such payment in sterling in London. In the event of the Imperial Government of China being unable to provide the funds necessary to meet a payment of interest or principal when called upon by the Corporation to do so in terms of this clause, the said railway lines and the entire property shall

thereupon be handed over to representatives deputed by the Corporation to manage, on their behalf, until principal and interest of the loan have been redeemed in full, when the management will revert to the Railway Administration. It is provided that should arrears of interest or principal be for a small sum, and it appear desirable to the Corporation to extend the due date of their payment for a term not exceeding three months, it shall be open to the Corporation to do so.

This arrangement, which differs from other contracts in that the Administrator-General retains control of the railway lines so long as the principal and interest of this loan are regularly paid, has been agreed to in consequence of the friendly relations which have long existed between the Contracting Parties.

5. No further loan shall be charged upon the security named above, except through the Corporation, until this loan is redeemed, and the Tsung-li Yamên will hand to the British Minister in Peking a written undertaking on behalf of the Imperial Government of China that the railway lines named in this Agreement shall never be alienated or parted with.

6. During the currency of this loan the Chief Engineer of the railways shall be a British subject. The principal members of the railway staff shall be capable and experienced Europeans, who shall be, as at present, appointed by the Administrator-General of the Railways, and may be, in the event of their misconduct or incompetency, dismissed after consultation with the Chief Engineer.

If there are Chinese with sufficient engineering or traffic experience they may be appointed as well as Europeans.

Should it be necessary to appoint a new Chief Engineer, such appointment shall be made in consultation with the Corporation.

In addition to the above, a capable and efficient European Railway Accountant shall be appointed, with full powers to organize and direct the keeping of the railway accounts, and to act with the Administrator-General and the Chief Engineer of the railway in the supervision of receipts and expenditure.

7. The railway lines named in this Agreement being Imperial Chinese Government lines, in the event of war or famine, Chinese Government troops and grain may be transported over the lines free.

8. All receipts and earnings of the lines herein specified shall be paid into the credit of the Railway Administration with the Hong Kong and Shanghae Banking Corporation, Tien-tsin, together with 50,000 taels annually, payable under the Board of Revenue's arrangement approved by the Throne, by each of the Provinces of Shansi, Shensi, Honan, and Anhui, for railway purposes for ten years.

All expenses of working and maintaining the lines will be paid from their receipts and earnings, the remainder of which, together with the

provincial funds above named, shall then be charged with the service of this loan. Payments of interest and repayments of principal shall be made in equal monthly instalments, and in accordance with amounts and dates of a yearly Schedule, which will be furnished to the Administrator-General by the Bank. These payments shall be made by the Administrator-General to the Hong Kong and Shanghae Banking Corporation, Tien-tsin, in Kungp'ing sycee sufficient to provide the sterling amount due to the bondholders in terms of the prospectus of the loan, the rate of exchange for these payments being fixed by that Bank as each such payment becomes due. In reimbursement of expenses incurred in connection with the distribution of the service to the bondholders of the principal and interest of the loan, the Hong Kong and Shanghae Banking Corporation, Tien-tsin, shall receive from the Railway Administration a commission of ¼ per cent. on the annual loan service, which will be included in the yearly Schedule for the same.

9. The term of the loan shall be forty-five years, and, subject to the modification mentioned hereinafter, repayment of principal shall be made, so far as regards the bondholders, in forty equal annual instalments, commencing with the sixth year.

10. Interest on the loan shall be charged at the rate of 5 per cent. per annum on the nominal principal, and shall be calculated on the balance of such principal at any time outstanding, payments of interest being made by the Administrator-General in accordance with the amounts and dates specified in the yearly Schedule to be provided.

11. The loan will be redeemed by annual drawings in London as provided for in the prospectus. Besides the drawings as provided for, the Administrator-General may, on giving three months' notice to the Corporation, call for exra drawings to be held, for any amount. Bonds so drawn to be redeemed by the Railway Administration at 20 per cent. premium on their par value. Any such extra drawings must take place on the date of the ordinary drawing provided by the prospectus.

In the event of such extra drawings taking place, subsequent payments of interest will be adjusted in the yearly Schedule to be provided, but repayments of principal shall continue unaltered in terms of clause 9 of this Agreement until the loan is redeemed.

The Imperial Government of China hereby engages that this loan shall not be redeemed or converted otherwise than as herein provided.

12. The price agreed upon for this loan is 90 per cent. net of the nominal principal, but should an unfavourable state of the market prevail at the time of issuing the prospectus, the Corporation is hereby authorized to reduce the price of the loan, at its own discretion, to not less than 88 per cent. net to the Railway Administration.

13. The Corporation are hereby authorized to issue to subscribers to the loan bonds for the total amount of the loan in pounds sterling,

in such form and for such amounts as shall appear desirable to the Corporation, and the Minister for China in London will seal all such bonds with his official seal, as evidence that the Imperial Government of China is bound thereby. Each such bond shall bear the following clause:—

"The Imperial Government of China, pursuant to an Imperial Edict, dated ———, unconditionally guarantees and declares itself responsible for the payment of the principal moneys and interest hereby secured, and in faith thereof it has specially authorized the Chinese Minister in London to seal this bond with his official seal."

14. All bonds and coupons and payments made and received in connection with this loan shall be exempt from Chinese taxes and imposts for ever.

15. All details necessary for the prospectus and connected with the service to the bondholders of the interest and repayment of principal of this loan, not herein explicitly provided for, shall be left to the arrangement of the Corporation, who are hereby authorized to issue a prospectus of the loan as soon as possible after the signing of this Agreement.

The Tsung-li Yamên will instruct the Chinese Minister in London to co-operate with the Corporation in any matters requiring conjoint action.

16. The loan shall be issued to the public as soon as possible after the signing of this Agreement, and shall date from the first day of the month of its issue. Payment of the entire proceeds will be made in London to the order of the Administrator-General not later than the 31st day of March, 1899; of the above proceeds, the Corporation will advance to the order of the Administrator-General in London, on or before the 31st day of October next, the sum of 250,000*l.*; this advance will bear interest at the rate of 5½ per cent. per annum until such time as the first instalment of the loan proceeds shall be available, when it shall be deducted from those proceeds by the Corporation.

17. In the event of an unfavourable state of the market rendering the issue of this loan, and the payment of its proceeds to the Railway Administration impossible on the terms named without loss to the Corporation, the Corporation shall be granted such extension of time for the performance of its contract with the Administrator-General as the circumstances demand, any advances or instalments of proceeds already made to the Railway Administration being in that case treated as regards payment of interest, repayment of principal, security, and Imperial Chinese Government guarantee in terms of this present Agreement, and as forming part of the principal amount of this loan. Similar extension of time for the issue of this loan and payment of its proceeds shall also be granted in the event of the Deutsch-Asiatische Bank, Berlin, objecting to its issue before the month of April next, in

accordance with the terms of clause 9 of the Agreement for the Chinese Imperial Government 4½ per Cent. Sterling Loan of 1898.

18. Immediately after the signature of this Agreement, and before the issue of the prospectus of the loan to the public, the Administrator-General will memorialize the Throne and obtain an Imperial Edict confirming and sanctioning the provisions of this Agreement, the Imperial Edict so received being then communicated officially and without delay by the Tsung-li Yamên to the British Minister in Peking.

19. The Corporation may, subject to all its obligations, transfer or delegate all or any of its rights, powers, and discretions to any British Company, Directors, or Agents, in consultation with the Administrator-General, with or without power of further transfer and sub-delegation.

20. This Agreement is executed in quadruplicate in English and Chinese, one copy to be retained by the Administrator-General, one by the Tsung-li Yamên, one by the British Minister in Peking, and one by the Corporation. Should any doubt arise as to the interpretation of the contract, the English text shall be accepted as the standard.

Signed at Peking by the Contracting Parties this 25th day of the eighth month of the twenty-fourth year of the Emperor Kuang-Hsü, being the 10th day of October, 1898, Western Calendar.

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No. 47.

CHINA.

REGULATIONS CONCERNING FOREIGN LOANS IN CHINA FOR MINING AND RAILWAY PURPOSES.

OCTOBER 26, 1898.

On October 26th, 1898, the Tsung-li Yamên sent the following instruction to the Chinese diplomatic representatives:

On the 4th day of the eleventh moon in the seventeenth year of Kwang-hsu (December 4, 1891), this Yamên transmitted to the representatives of foreign powers at Peking—copies of a joint memorial presented on the 24th day of the tenth moon in the seventeenth year of Kwang-hsu (November 25, 1891), by the Board of Revenue and this Yamên, which provides that in the negotiation of a foreign loan by Chinese officials, of whatever rank, the agent for the interested foreign capitalists is required to report first to the representative of his country at Peking—and ascertain from the Tsung-li Yamên whether the matter has been reported to and sanctioned by the Throne before making the loan; and that if a loan is made privately, notwithstanding the fact that there is no evidence of imperial sanction, the Government will neither recognize the claim nor undertake to compel restitution in case of trouble, though the official seal may have been affixed to the contract. On the 7th day of the eleventh moon (December 7, 1891), copies of the above-mentioned memorial were sent to the diplomatic representatives of China abroad with the request that copies be communicated to the departments for foreign affairs of the respective countries to which they were accredited, in order that the same might be published for the information of foreign capitalists.

On the 24th day of the sixth moon in the twenty-fourth year of Kwang-hsu (August 11, 1898), a memorial was presented to the Throne by the Department of Mining and Railroads, reporting the establishment of that department at Peking and recommending that the various propositions started by officials and private individuals before the establishment of the department but not adopted should not be deemed as settled, and was duly approved by the Emperor.

Now, on the 28th day of the seventh moon (September 13, 1898) copy of a memorial to the Throne presented by Hu Yu-fên, governor of Peking, was received from the privy council, proposing that the

Tsung-li Yamên be commanded to inform all the Diplomatic Representatives of foreign powers at Peking, with the view of their notifying the capitalists of their respective countries, that all contracts for foreign loans entered into by the provincial authorities for the opening of mines and the construction of railroads without the written approval of the Imperial Government shall be deemed null and void, together with an imperial decree ordering the Tsung-li Yamên to devise means for carrying the same into effect.

In view of the undeveloped state of the mineral resources of the various provinces of the Empire and the initial stage in the construction of trunk and branch lines of railroads, it has been this Yamên's policy to allow foreign capital to be used for these purposes, to the end that both Chinese and foreigners may derive advantages therefrom. But, in order to obtain good results, affairs must be well managed and money must be economically expended. It is feared that there may be unscrupulous Chinese persons who, claiming with fraudulent intent to be concessionnaires of this road or that mine, may enter into private agreements with foreign capitalists for the purpose of obtaining money under false pretenses, and that foreign capitalists may become unwitting victims of such fraud and waste their substance to no purpose. This certainly is not the object of our Government in developing the resources of the Empire, by opening mines and constructing railroads for the mutual benefit of Chinese and foreigners. Now, this Government desires to give it the widest publicity, that all contracts for foreign loans to be expended for the opening of mines and construction of railroads in China, in order to be valid, must be certified and approved by the Department of Mining and Railroads, and that all agreements privately entered into with foreign capitalists without the certification and approval of the Department, no matter how large the amount of subscribed capital may be for the purpose of opening mines and constructing railroads, shall be deemed null and void, so as to put a stop to all fraud and deception and encourage fair and honest dealing.

Copies of this communication have been transmitted to the Diplomatic Representatives of foreign powers at Peking, and you [a] are requested to communicate a copy of the same to the Secretary of State for his information, and when you have received his reply to send a copy to this Yamên.

Dated this 12th day of the ninth moon in the twenty-fourth year of Kwang-hsu (October 26, 1898).

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[a] That is to say the Chinese Minister at Washington, who communicated the above to the Secretary of State.

No. 48.

CHINA.

REGULATIONS FOR MINES AND RAILWAYS.[a]

APPROVED BY THE EMPEROR OF CHINA, NOVEMBER 19, 1898.

[Translation.]

1°. Mines and railways are managed in three different ways:

Management by officials of the government;

Management by merchants;

Joint management by officials and merchants.

Albeit, no mode is better than the management by merchants.

Exclusive of the enterprises already begun before the establishment of the General Administration, the leading idea must henceforth be to have as many managements by merchants as possible. The authorities shall take steps to develop these enterprises and to protect them by all means, but always without it being permissible for them to interfere with the rights of the companies.

2. The General Administration has secured through a report to the Throne, that all uncompleted contracts for enterprises either by officials or by merchants, anterior to the date of the Imperial Decree creating the General Administration, shall be passed on, and that they must be deferred until either sanctioned or rejected, as the case may be. They shall not be held (before that) to have been finally granted.

All mines or railways opened in the various provinces subsequent to the establishment of the General Administration—either those of officials or those of merchants, either Chinese or foreign, shall comply with the regulations fixed after presentation to the Throne of the report of our General Administration.

Applications in whatever province made in compliance with mining or railway regulations of an earlier date than that of the establishment of the General Administration, shall not be granted

3. Mining and railway questions in the three Manchurian Provinces, in Shan-tung and at Lung-chou being affected by international questions, shall not hereafter be invoked as precedents, as regards the Chinese capital or the foreign.

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[a] *Documents Diplomatiques, Chine, 1898–1899*, pp. 123–128.

4. Mines and railways are essentially separate undertakings. It is permissible to treat them separately and not jointly. Railway company regulations for the opening of mines along their roads may not be invoked as precedents for requests for mining rights. As to branch railways to mining hills, permission to build which to connect with waterways has been granted for the purpose of carrying the produce of the mines, such lines may only be carried as far as the nearest water communication, and it is not allowed them to carry passengers or merchandise, or to indirectly interfere with the rights ceded to railways. It will be necessary furthermore to have submitted beforehand plans of the localities where are to be built branch railways for mining purposes, and to report them to the General Administration which will examine them.

5. All those receiving a mining or railway concession shall establish schools for technical training. Already a report has been submitted to the Throne on this subject looking to its general application, and it must of course be carried out in a uniform manner.

6. When applications are made by the gentry or merchants of any of the provinces to the local officials for concessions for mines or railways, the said local authorities shall in the first place inquire into the character and standing of the applicants, if their families are possessed of property and if their applications contain nothing contrary to the Regulations enacted after submission to the Throne. An official communication may then be addressed by the local authorities to the General Administration to advise it, and so that it may take action after inquiry. The local officials have no power to grant such applications.

If applications are made directly to the General Administration, the latter must not omit to request, by an official communication, the local authorities at the home of the interested gentry to make an inquiry. If there is absolutely no doubt concerning them, the application shall be granted. By this means fraud and intrigue will be prevented.

7. When a mining or railway company shall have surveyed and determined the land over which it must necessarily pass in any given locality, the local authorities shall in the first place notify all the people by means of proclamation, and they shall not offer wanton opposition. As to the land purchased by the company, if there happen to be dwellings or tombs on it, means must be found to get round them so as not to offend the feelings of the people, and so as to prevent quarrels. There must be neither acts of violence or constraint.

8. When the sanction of the General Administration shall have been given to open mines or railways, work must be begun on them within six months from the date of authorization, no matter whether it be Chinese or foreign capital. As soon as permission to begin work shall have been granted, if work is delayed and if the date for

beginning it is not made known by a report, the sanction will be withdrawn. If it is shown that the delay was unavoidable, this rule shall not apply. Previous notice is, moreover, necessary.

9. In securing capital, every effort must be made to get the largest proportion possible of Chinese. Regardless of the way the scheme is put on the market, the lump sum needed for the undertaking must be estimated, and there must be in the first place secured, as a basis of operations, three tenths of this amount by Chinese. Only when this has been done may foreigners be invited to buy shares or foreign money be borrowed. If there is no proportion of the capital furnished by Chinese and if there is only stock bought by foreigners or foreign capital lent, no sanction will be given.

10. As regards foreign loans, it shall be absolutely necessary to send a preliminary request to the General Administration, which will after examination issue a certificate stating its approval. Only then the merchant shall have the right to make an agreement for the loan. It shall also be stated that the loan is made by a merchant and to be repaid by merchants, and that the Chinese Government in no wise accepts responsibility. If the sanction of the General Administration has not been obtained and a private agreement for a loan privately made with foreign merchants, the General Administration shall hold it to be void, even though the agreement has already been signed.

11. When a draft contract for a foreign loan has been drawn up by a company, it must first be sent to the General Administration for its approval. If it does not conform to the regulations drawn up by the General Administration and approved by the Throne, said contract shall be held void, and a new draft shall be ordered prepared. If the parties cannot reach after further discussion a definite understanding, negotiations may be entered into with merchants of another nationality. If foreign merchants enter into private arrangements for loans and thereby suffer loss, they shall not address themselves either to the Tsung-li Yamên or to the General Administration to make complaints and seek the recovery of their money.

12. When a duly organized Chinese company is authorized to make foreign loans, it shall be necessary, in accordance with the established rule, that the General Administration give official notice thereof to the Tsung-li Yamên, which shall address a despatch to the Minister at Peking of the nation concerned, and only after the latter's official reply will the decision be held to be final.

When foreign merchants are desirous of lending money to such a company, it will also be necessary to inform the Minister of their nationality residing at Peking, so that the latter may address the Tsung-li Yamên, which will by letter ask the General Administration if it has authorized said company to contract a foreign loan. Only when the reply to the above despatch has been received shall the

operation be considered valid. Money lent in any other way will be held to be a private loan (unauthorized).

13. In order to protect the sovereign rights of China, the administrative control of all mines and railways, irrespective of the foreign shares or the amount of foreign capital involved, must remain in the hands of the Chinese merchants. Nevertheless all the accounts of the companies must be open to the inspection of foreign merchant stockholders, as a proof of fair dealing.

14. When a person is promoting a mining or railway undertaking and shall state that he has got together a certain money capital and stock, said money capital must first be proved to exist so as to prevent fraud.

15. In the localities in the various provinces in which there are mines or railways, cases will unquestionably arise when the intervention of the local authorities will be asked for. In case of opposition or obstacles by property owners or gatherings of laborers, as soon as the company shall notify the competent local authorities, they shall make suitable proclamations and shall maintain order, without any attempt at evasion. They shall also prohibit exactions on the part of agents of the Yamêns. If they do not give efficacious protection, the company may address a complaint to the General Administration so that it may, after duly establishing the facts, make a denunciation to the Throne.

16. All disputes on questions of interest between companies or all matters detrimental to the interests of a company, shall be equitably tried by the local authorities nearest the locality, so as to prevent injury being done to any one of the parties. If the decision reached is not just, appeal may be made to the General Administration to examine carefully the case and settle it, according the protection to which the parties are entitled.

In case of disputes between Chinese and foreign merchants, the two parties shall appeal to arbitrators, who shall discuss and settle the matter. If the arbitrator's decision is not accepted, other persons not interested in the matter may be appealed to, so that they settle the matter justly. The Governments of the two countries will not interfere.

17. When foreigners employed in mines or railways shall proceed to different places to study and survey them, the local authorities shall be directed to efficaciously protect them, and they must not evade this duty. If some accident should happen, the local authorities shall alone be responsible.

18. If Chinese concessionaries of mines or railways have furnished out of their own means a capital of 500,000 taels and upwards, and if it is established that said amount has been applied to the works, or if they have taken an active part in promoting the enterprise, and the

Chinese-held stock is in reality one half, rewards shall be asked for them, in accordance with the rule concerning persons encouraging others to contribute money in times of public calamities. This in way of encouragement.

19. Either in case of a personal or joint-stock enterprise, it will always be allowable to make it a monopoly. As to the number of years for which it shall run, that shall be settled at the proper time according to the importance of the enterprise and the sources of profit.

20. In all localities traversed by a railway, customs stations shall be established for the levying of duties, and dues on mining products at the place of production and at the ports. The General Administration shall, in conjunction with the Board of Revenue, draw up special regulations to be applied after submission to the Throne. As to the share of profits to be paid into the Public Treasury, it shall be $\frac{4}{10}$ for railways and $2\frac{5}{10}$ for mines, said shares to be kept apart and paid into the Board (of Revenue).

21. The General Administration shall have the right at any time to call for all statements, reports, accounts, etc., of the various companies to examine them, or to send persons to examine them on the ground.

22. All detailed regulations at present in force in all places for mines or railways shall be sent collectively to the General Administration to be examined and approved. Forms shall be drawn up by the General Administration and sent to each of the Provinces, and on them shall be entered at the end of each year detailed reports on the management of all the mining and railway companies, which shall be sent to the General Administration for examination.

Presented to the Throne and approved the 6th day, 10th moon, 24th year Kuang-hsü (19 November 1898.)

No. 49.

GREAT BRITAIN AND UNITED STATES.

MEMORANDUM OF AGREEMENT BETWEEN BRITISH AND CHINESE CORPORATION AND AMERICAN CHINA DEVELOPMENT COMPANY.[a]

SIGNED FEBRUARY 1, 1899.

Memorandum of Agreement made the —— day of ———, 189—, between the British and Chinese Corporation (Limited) (hereinafter called the Corporation), a Corporation formed under the laws of Great Britain and Ireland, of the first part, and the American China Development Company (hereinafter called the Development Company), a Corporation formed under the laws of the State of New Jersey, United States of America, of the second part.

Whereas the Corporation is organized to obtain Contracts, Decrees, and Concessions, and to construct and maintain railways and other public works and undertakings in the Empire of China;

And whereas the Development Company has the same general objects, and both the Corporation and the Development Company are organized in kindred communities which have the same general theories of law, trade, commerce, and justice, and each intend to furnish the necessary capital to exploit the enterprises they may respectively undertake, and to provide for the management of the same;

And whereas having regard to the difficulties in the way of procuring such capital by reason of the fear that Contracts entered into by the Corporation and the Development Company in China may not enjoy the same inviolability that they receive in Great Britain and Ireland, and in the United States of America, it is desirable to endeavour to procure all protection possible for the upholding of such Contracts;

And whereas it is believed by the Corporation and Development Company that the Governments of their respective countries, by uniting in the assurance of protection of the rights of their respective subjects and citizens on which they have hitherto respectively relied in embarking capital in foreign countries will afford an effectual force for the protection of such enterprises;

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[a] British Parliamentary Blue Book, *China, No. 1 (1899)*, p. 325. This agreement is no longer in force, having determined under the provisions of article 7.

And whereas it is believed that such united action by their respective Governments will be promoted if arrangements are made for the co-operation and joint action of their respective subjects and citizens engaged in business in China, and in particular by the joint action of the Corporation and the Development Company:

Now this Memorandum witnesseth for the consideration of the mutual covenants herein contained each party hereto agrees with the other as follows:—

1. Each party hereto shall offer to the other a participation of one-half of its own interest in any business hereafter obtained by it in the Empire of China a reasonable time after the same shall have been obtained, and the party to whom such participation shall have been offered shall have the option to accept or reject the same within a reasonable time, and shall be under no obligation to accept such participation. Any such offer, if not accepted within a reasonable time, shall be deemed to be rejected.

2. In addition to the business to be hereafter acquired by the respective parties, this Agreement shall apply to the preliminary Contract which the Development Company has already entered into for the construction of a railway from Hankow to Canton, and to the preliminary Contract with Messrs. Jardine, Matheson, and Co., on behalf of the Corporation, have entered into for the construction of a railway from Canton to Kowloon, but this Agreement shall not extend to any of the following Contracts or Concessions which the Corporation has already entered into, or to any extensions or modificatiens thereof, viz.:—

(*a.*) Preliminary Agreement for financing and working of a railway from Shanghae to Nanking, and for the working in conjunction therewith of the existing railway from Shanghae to Woosung.

(*b.*) Preliminary Agreement for financing the construction and working (as extensions of the above lines) of railways from Soochow to Hangchow and Ningpo.

(*c.*) Agreement for financing the extension of the Northern Railway of China to Newchang.

(*d.*) Agreement (co-existent with the last Agreement) for mining. This Agreement shall not extend to any Contract or Concession in which either party is now interested, and which, by the terms thereof, or by any other Agreement already entered into by them, they are prohibited from offering any share or participation therein to the other party.

3. With such offer as aforesaid, full detailed particulars of all preliminary expenses which have been incurred by the party offering the same in and about the obtaining of the business to which such offer relates shall be furnished to the party to whom the participation shall be offered, and one-half of such expenses shall be paid by the other party if they shall accept such participation.

4. For the purpose of convenience and mutual information, it is understood and agreed that the representative of the Corporation shall receive notice of and be entitled to be present at the meetings of the Managing Body of the Development Company in New York when any business in which the Corporation have accepted a participation is discussed, and that the representatives of the Development Company shall also receive notice of and be entitled to be present at the Board meetings of the Corporation in London when any business in which the Development Company have accepted a participation is discussed. Each party shall, as soon as practicable, appoint a representative for the purposes aforesaid, and shall give notice of such appointment to the other party.

5. Each party hereto shall use their best endeavours to obtain the support of the Government of their respective countries to the common undertaking of the parties expressed in these presents, and to render all such mutual assistance to each other in the furtherance of their common enterprise in the Empire of China as circumstances may require, it being the intention of these presents that, so far as is practicable and possible, the parties hereto shall act in alliance and together in all undertakings obtained or prosecuted by either or both in the Empire of China, whether both parties shall participate in the business or not.

6. Each party shall only be responsible for themselves and not for the other, and nothing herein contained shall be deemed to constitute a partnership between the parties.

7. This Agreement shall continue in force until determined by either party giving to the other at their chief office six months' notice in writing of their intention to determine same, and at the expiration of that time this Agreement shall cease and determine, except so far as may relate to business in which a participation has been accepted as aforesaid.

8. The address of the Corporation for service of notices and offers is No. 3, Lombard Street, London, and the address of the Development Company for the same purpose is No. 80, Broadway, New York, United States of America.

In witness whereof the Corporation and the Development Company have hereunto caused their common seals to be affixed, the day and year first above written.

No. 50.

CHINA.

REGULATIONS FOR THE WORKING OF MINES IN SZECHUAN, UNDER CHINESE AND FOREIGN DIRECTION, BY THE HUA YI COMPANY, ESTABLISHED FOR THE PURPOSE BY THE SZECHUAN MINING BUREAU AND THE HUI TUNG COMPANY ACTING IN CO-OPERATION.[a]

APRIL 14, 1899.

1. The Szechuan Mining Bureau establishes the Hua Yi Company, by whom an Agreement is drawn up with the Hui Tung Company that the work is to be done by Chinese and foreigners conjointly to their mutual benefit. Profits are to be divided proportionately, so as to avoid trouble and disputes.

Both Companies shall obey all the Regulations mentioned in the Agreement and the existing Rules memorialized and adopted by the head office.

2. The Hua Yi Company is to subscribe a sum of 1,000,000 taels for the purchase of land. This must be Chinese and not foreign money.

This Company is to buy and own all mining lands and carry out all negotiations. The Hui Tung Company have no interest in the prices of land, whether dear or cheap, nor with the amount of capital spent or reserved. When the Hua Yi Company has bought the land and obtained the right to open mines, the same is to be handed over to the Hui Tung Company for working. In the Hui Tung Company there are foreign merchants; they are not to be allowed to buy mining property from any other Chinese, so as to avoid all complications.

3. The Hui Tung Company, with a Chinese Managing Director and a foreign Assistant Director, is to prepare a working capital of 10,000,000 taels, to be formed first of 50 per cent. Chinese shares and next 50 per cent. of foreign shares.

Shareholders of all nationalities are allowed to take shares out of the 50 per cent. allotted to foreigners. There can be no monopoly for any one country. Now Mr. Morgan, an English merchant, has taken shares, and undertakes to assist in carrying out the work. Shareholders of all other nationalities who should hereafter take shares will be supplied with share certificates, paid dividends, and refunded capital according to the number of shares they take. Should any other

[a] British Parliamentary Blue Book, *China. No. 1 (1900)*, p. 135.

country also start a Company on the same lines, with both Chinese and foreign shareholders, the mines of the one Company will have to be kept distinct from those of the other. Different Prefectures and districts will be granted to each Company to work in, and their proceedings should be regularly reported to the head office, but the Rules and Regulations of this Agreement must, however, be complied with by all to prevent any unfairness. Any Company composed of foreign shareholders only and no Chinese shareholders shall not be allowed to work any mines.

4. The Hui Tung Company is to send out mining engineers to find out what mines are worth opening. This Company is then to consult with the Hua Yi Company to make maps and insert explanations, and submit the same to the Mining Bureau of Szechuan. If these mines are not already being worked by officials, gentry, or merchants, and if they are not injurious to the place, land is to be at once bought; such land is only to be enough for the shafts and the necessary buildings. If the lands belong to the people, the lease or purchase shall be made by the Hua Yi Company by arrangement with the owners for a reasonable price. It can also be taken as a subscription of capital, and a proportionate value of shares granted to the owner. If it be public property, such as a monastery, temple, &c., the owners have the option of leasing it, renting it, or subscribing it as capital. The Hui Tung Company must wait till land is properly purchased before starting work, and no compulsory purchase or seizure of the land will be allowed.

5. After each mining property is bought by the Hua Yi Company, it is to be handed over to the Hui Tung Company for working. From the mines worked by the Hui Tung Company, such as coal, iron, petroleum, &c., the Hua Yi Company is allowed to collect rent at the rate of 5 per cent. on the value of the output, no matter whether such mines make money or not. To reckon the producing capacity and the prices of products, whether dear or cheap, the rent is to be paid on the real price at which the Hui Tung Company sells the products. The value must not be under estimated, and any undue advantage gained. With regard to gold sand obtained from gold mines, a rent of 5 per cent. will be charged on the pure gold obtained after the gold sand has been thoroughly washed, but not on the sand before it has been washed.

6. Of the mines worked by the Hui Tung Company, such as coal, iron, petroleum, &c., there shall be paid to the Chinese Government, as producer's tax, 5 per cent. on the value of the output of the mines. Export duty shall be paid according to the existing Rules now in force. The Szechuan Mining Bureau shall authorize the Hua Yi Company to collect the producer's tax and to compare the same with the rent, and thus there will be no difference or shortage. No officer

shall be deputed for this purpose, so as to save unnecessary expense. The export duty is to be collected by the custom-house, and after the export duty is paid, no inland *li-kin* dues will be required. As regards the taxes to be charged on precious metals of all kinds, they are to be decided by the Board of Revenue.

7. The Hui Tung Company is to send engineers to find out all the mines that are to be opened and to consult with the Hua Yi Company, which submits the same for the approval of the Mining Bureau. Should a mine be found in a Government hill, the opening of which will not be injurious to the place, permission will be granted to open it. The ordinary land tax on such land would, however, be too small a sum for the Company to pay the Government for its use. In the case of Government land, therefore, the 5 per cent. rent and the 5 per cent. producer's tax are to be collected at the same time, and both paid to the Chinese Government; but 10 per cent. of the rent is to be reserved to pay the expenses of the Mining Bureau and the Hua Yi Company. The Hui Tung Company is to pay the export duty.

8. The area of Szechuan is very extensive, and all sorts of mines exist. Chinese who work on their own property are only required to obtain the necessary permission, pay the necessary taxes, according to the Rules in force, and they are in no way restrained. But if foreign merchants undertake to work the mines, their operations must be limited in some way or other. They must confine themselves to certain intendancies, prefectures, or districts, and not take the whole province as their sphere of work. Now work must be started in the interior first, and at the boundaries afterwards. The Hui Tung Company shall then send engineers to find out first where are mines to be opened and what mines they are: if the same be in districts apportioned to savages, the Hui Tung Company must wait till they find out whether the advantage will be greater than the injury, and devise other means to open them. The Hui Tung Company in such event cannot compel the Hua Yi Company to buy the land quickly and hand it over for working. Any possible cause of disturbance must be avoided.

9. When prospecting for mines, if any boring or sinking of shafts be necessary to examine mineral deposits, an arrangement should first be made by the Hua Yi Company with the land-owner for the Hui Tung Company to compensate him according to market prices for any crops, &c., injured. After the mines are opened, should there be any damage to life or buildings caused by land-slips or subsidence in the mines, the Hui Tung Company shall make charitable compensation. If after mines are opened cemeteries or mortuary shrines are met with, some plan must be devised to avoid them if the owners do not like to remove them for money given; no excavation will be allowed. In excavating, as long as the galleries dug below the ground are not injurious to the soil above, rascals are not to be allowed to obstruct

the work on the grounds that it is injurious to "Fêng Shui." Local authorities must be applied to for protection. The Hui Tung Company is not, however, allowed to claim compensation on these grounds in case it cannot succeed.

10. Whenever it may be necessary to make roads, build bridges, open or deepen rivers, erect sheds, make tools, or other necessaries for mining purposes, and land is required for such purposes, the Hua Yi Company is to buy the land and the Hui Tung Company to pay for it. If water power is required for machinery, and enormous work is done on it, no other person is allowed to make use of it. If branch railways have to be constructed in order to connect the mines with the usual trade routes, a thorough survey must be made of the proposed lines and maps drawn with explanations attached. These must be submitted to the Mining Bureau, which will forward them to the Szechuan Viceroy and head office at Peking for record and sanction. Nothing of the kind should be undertaken without such sanction. If telegraphs and telephones are wanted for connecting the various mines, the same are to be submitted to the Mining Bureau for approval.

11. The Hua Yi Company is to deal with all matters of negotiation, and the collection of rent and taxes; the Hui Tung Company to superintend and work all mines. Each has its own sphere of work, but each Company may inquire into the others affairs. A Chinese Manager and a foreign Manager should be appointed for each mining work, whose salaries shall be paid by the Hui Tung Company. The majority of the overseers should be Chinese, and all the miners natives of the province. All are to receive adequate wages, and further Rules must be made on this subject by the Hua Yi and Hui Tung Companies. Later on, the Mining Bureau should instruct the Company to select for important positions any Chinese who may have become proficient in mining engineering. They are to be treated the same as foreigners, to encourage improvement.

12. On opening the mines, the Hui Tung Company shall establish a School of Mining and Railway Engineering in some locality convenient to the mines, and there shall be selected twenty or thirty promising youths by the local officials and gentry to study in this school, under foreign instructors, and be thus prepared for future employment on railways and in mines.

13. At places where mines are opened, the Mining Bureau should apply to the local authorities for protection. Such mines should also obey their rules, and enrol volunteers to guard against thieves, &c. If the natives should enrol themselves as volunteers of their own accord to protect the localities, the Hui Tung Company should also subscribe towards their expenses.

14. The Mining Bureau, acting as intermediary between the superiors and subordinates, is to attend to all negotiations between natives

and foreigners and matters of protection. The work involved, as well as the expenses, will be great. The Hui Tung Company should therefore start work within three months after the signing of this Agreement, and pay the Mining Bureau the sum of 100 taels per month for its working expenses for each mine, reckoning from the day when work is started. There will be no other charges besides this. If work be not started after six months this Agreement is considered cancelled, and the Hua Yi Company will be at liberty to invite other merchants to take up the work. It will be no concern of the Hui Tung Company.

15. The Hui Tung Company shall work all the mines according to the existing Rules adopted by the head office. After paying the producer's tax and the export duty, if there should be a profit by the annual accounts, there shall first be paid 6 per cent. interest on the capital employed, next 10 per cent. of the remainder of the profit shall be set aside as a sinking fund for the yearly repayment of capital and consequent reduction of interest, payments to sinking fund ceasing when the invested capital is wholly repaid, and from the remaining net profit 25 per cent. shall be paid to the Chinese Government, and the remainder shall go to the Hui Tung Company for its own disposition.

16. The Hui Tung Company is to open not one mine, but a large number. The accounts and profits of each mine must be kept distinct from the others; the gains of one mine should not be made to offset the losses of another, and so cause the Government income to suffer reduction.

17. At the end of every year, the Hui Tung Company shall make up distinct accounts of the different mines, whether profitable or not, and the same must be audited by the foreign and Chinese Managers, and when found correct, a printed account of profit and loss shall be rendered by each mine to the Mining Bureau for approval. A general account of profit and loss for all the mines shall then be prepared and submitted to the head office at Peking, the Board of Revenue, and the Viceroy of Szechuan for audit. Payments due to the Government shall be remitted at the same time. The report shall show the real amount of money due to the Government in order to avoid all discrepancies in the accounts. The Chinese Government and the Hua Yi Company are not to be held responsible in case of loss.

18. The Hui Tung Company is to have control of all the mines opened by them for a period of fifty years, reckoning from the date on which each mine is opened, on expiration of which term all the mines, whether profitable or not, shall, with all plant, machinery, materials, buildings, roads, and all property acquired by the capital of the mines, be handed over gratis to the Chinese Government without asking for compensation, and in due time the Mining Bureau of

Szechuan shall report to the head office at Peking, and the Viceroy of Szechuan shall send Deputies to take delivery of the same. The land rented by the Hua Yi Company shall be handed back to the original owners.

19. The Hui Tung Company being formed of Chinese and foreign shares shall, at its own choice, sell and buy its shares according to the fluctuation of the market rates. If the Hua Yi Company, or any Chinese gentry or merchants, shall, within the said term of fifty years, acquire three-fourths of all the shares in the Hui Tung Company, the mines may then be taken over from the Hui Tung Company, and the Mining Bureau shall report upon the same and direct the said shareholders (merchants) to take charge of the mines.

20. Should any mines opened on land bought by the Hua Yi Company and handed over to the Hui Tung Company, be stopped on account of no profits being made, and the rent cease to be paid, then the Hua Yi Company has the option of adopting other means to open such mines, or use the land for any other business. This, of course, is to prevent the money spent on the land from being wasted, and, consequently, has nothing to do with the Hui Tung Company.

21. If the Hui Tung Company sends out engineers who discover certain mines in certain places, and report the same to be rich, but cannot guarantee the same, and it is exceedingly difficult to purchase the necessary land for working such mines, the Hui Tung Company should in such cases pay the purchase-money for the land to the Hua Yi Company, who shall have the said land purchased and handed over for working. This will prevent the purchase-money being wasted. If a mine is discovered in the land purchased, the price paid for the land will be repaid to the Hui Tung Company by deducting the rent of 5 per cent. until the whole purchase-money is paid off, when the Hua Yi Company shall again collect the rent of 5 per cent. as usual. Should there be no mine in the land purchased, no rent shall be payable to the Hua Yi Company, and the Hui Tung Company, being unable to recover the purchase-money, shall not deduct the same, with interest, from any other mine. This is agreed to by both parties, and a further guarantee will be given at the time.

22. All machinery, materials, and supplies needed for the mines opened by the Hui Tung Company shall, on importation, be subject to the Rules in force for the Kaiping and other Mining Companies, and pay one full duty and one-half duty to the Maritime Customs, and shall be exempt from all inland *li-kin* dues.

23. These mines being under the sovereignty of China, should China ever be at war with another country, the said Company shall obey the orders of the Chinese Government, and grant no aid to the enemy.

24. The Hua Yi Company and the Hui Tung Company shall obey all Rules and Regulations adopted and memorialized by the head office, even if the same be not stipulated in this Agreement.

25. This Agreement, with Regulations agreed upon, shall be made out both in Chinese and English, in eight copies, to be signed by Director Li Tai Ching, of the Hua Yi Company, and Foreign Assistant Director Morgan and Chinese Assistant Director Liu Hsio Shun, of the Hui Tung Company, and to be sealed by the seal of the Mining Bureau of Szechuan. One copy each of this Agreement is to be sent to the Mining and Railway Board at Peking, the Tsung-li Yamên, the Board of Revenue, the Viceroy of Szechuan, and the Treasurer of Szechuan, for reference. Of the remaining three copies, the Szechuan Mining Bureau, the Hua Yi Company, and the Hui Tung Company are to keep one each as proof. If there be any mistakes in the translation, the Chinese text shall hold good.

Signed this 14th day of April, 1899.

No. 51.

GREAT BRITAIN AND GERMANY.

PRELIMINARY AGREEMENT RELATING TO THE CONSTRUCTION OF A RAILWAY BETWEEN TIEN-TSIN AND CHIN-KIANG.[a]

RATIFIED MAY 24, 1899.

This Preliminary Agreement relating to the construction of railways between Tien-tsin and Chinkiang is made between their Excellencies Hsü and Chang, duly authorized to act on behalf of the Imperial Government of China, hereinafter called "the Imperial Directors," of the one part; and (*a*) the Deutsch-Asiatische Bank; (*b*) the Hong Kong and Shanghae Banking Corporation for themselves and on behalf of Messrs. Jardine, Matheson, and Co., as Joint Agents for the British and Chinese Corporation (Limited), hereinafter called "the Syndicate," of the other part.

1. The Imperial Government of China authorizes the Syndicate to issue an Imperial Government 5 per cent. gold loan for an amount of about 7,400,000*l.*, this amount being subject to modification later after the completion of the survey.

2. The loan is designed to provide the capital for the construction of Government railway lines from a point at or near Tien-tsin, through Titchow and Tsinanfu to Thsien near the southern frontier of Shangtung, hereinafter known as the northern part of the Tien-tsin–Chinkiang railway lines, and from Thsien to Kuachao (Chinkiang) on the Yang-tsze Kiang, hereinafter known as the southern part of the Tien-tsin–Chinkiang railway lines, the total length of these lines being about 982 kilom., equal to about 1,800 Chinese *li*.

3. The capital so provided will include the funds required for rolling stock and other equipment and for working the lines together with interest on the loan during the period of construction, which is estimated to occupy about five years from the date of the loan, but which will finally be fixed after survey.

4. The rate of interest for the loan shall be 5 per cent. per annum on the nominal principal and shall be paid during the time to be fixed for the construction out of the proceeds of the loan, and afterwards out of the revenue of the lines named, in half-yearly instalments, according to the amounts and dates of a Schedule which will be attached to the Final Agreement.

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[a] British Parliamentary Blue Book, *China No. 1 (1900)*, p. 175.

5. The term of the loan shall be fifty years. Repayment of principal shall commence in the eleventh year from the date of the loan, and shall be made by a yearly sinking fund in shares to be determined in the Final Agreement to the Deutsch-Asiatische Bank, and the Hong Kong and Shanghae Banking Corporation in yearly instalments out of the revenue of the lines according to the amounts and dates of the Schedule to be attached to the Final Agreement.

6. In the event of the Imperial Government of China wishing to redeem, after the lapse of thirty years from the date of the loan, the outstanding amount of the loan, or any portion of it not yet due, from funds *bonâ fide* belonging to the Chinese Government or subscribed by Chinese merchants, the conditions for such redemption must first be arranged with the Syndicate when the time arrives.

7. The yearly payments due for amortization and the half-yearly payments due for interest, except as otherwise provided in clause 4, shall be made in accordance with the amounts and dates of a Schedule to be attached to the Final Agreement, in shares to be determined by the Final Agreement, out of the joint net revenues of the railway lines to the Deutsch-Asiatische Bank and the Hong Kong and Shanghae Banking Corporation by the Boards of Commissioners hereinafter mentioned, who shall hand to those banks, at their branches in Shanghae, twenty-one days before the due date named in the Schedule funds in Shanghae Sycee, sufficient to meet such payment in sterling in Europe, the rate of exchange for which shall be settled with those two banks on the same day on a fair basis.

In reimbursement of expenses connected with the service of interest and principal of the loan, the two banks will receive a commission of one-quarter per cent. on the annual loan service.

8. The Imperial Government of China hereby engages that the interest and principal of this loan shall duly be paid in full, and should the revenues of the railways not be sufficient to provide for the due and full payment of interest and repayment of principal of this loan, the Imperial Directors must memorialize the Throne, and the Imperial Government of China will thereupon make arrangements to insure that the amount of deficiency shall be met from other sources and handed over to the banks twenty-one days before the due date of the funds required to complete full payment of interest and repayment of principal.

This clause to be open to reconsideration in the Final Agreement.

9. This entire loan shall be secured by a first mortgage on the permanent way rolling stock and entire property together with the revenue of the lines named in clause 2. No further loan, charge or mortgage, shall be charged on this security, except with the written consent of the two banks, until the present loan is returned. In the event of default in payment of interest or repayment of principal of this loan on

due date the railway lines and property so mortgaged shall be handed over to the Syndicate to be dealt with in such a manner as may be legal and necessary for the full and effective protection of the bondholders. When the loan is completely redeemed, clause 29 of this Agreement shall take effect.

10. The Syndicate will be authorized to issue to the subscribers to the loan, bonds for the total amount of the loan in pounds sterling in such form, in such languages, and for such amounts as shall appear advisable to the Syndicate, and these bonds shall be sealed in China by the Imperial Directors and in Europe by the Minister for China, in Berlin or London as evidence that the Imperial Government of China is bound thereby as debtor of the loan. Provision will be made in the Final Agreement for the case of bonds lost, stolen, or destroyed.

11. All bonds and coupons and payments made and received in connection with the service of this loan shall be exempt from all Chinese taxes and imports for ever.

12. All details necessary for the prospectus and connected with the service of the interest and repayment of the principal of this loan, not explicitly provided for by the Final Agreement, shall be left to the arrangement of the Syndicate who will be authorized to issue a prospectus of the loan as soon as possible after the signing of the Final Agreement.

The Imperial Government of China will instruct the Chinese Ministers in Berlin and London to co-operate with the representatives of the Syndicate in any matters requiring conjoint action, and the Chinese Minister in Berlin will sign the prospectus of the loan as required by the Rules of the Berlin Stock Exchange.

13. The loan shall be floated in one or more series at the discretion of the Syndicate, due regard being had to the interest of China; but the floating of the loan shall not be delayed more than necessary, subscriptions being invited by the Syndicate in Europe and in China from both European and Chinese on equal conditions.

14. The price of the loan shall be 90 per cent. net on the nominal principal to the Chinese Government. The proceeds of the loan shall be paid to the credit of a Tien-tsin–Chinkiang Imperial Government railway account with the Deutsch-Asiatische Bank, Berlin, and to the credit of a Tien-tsin–Chinkiang Imperial Government railway account with the Hong Kong and Shanghae Banking Corporation, London. The payment into the credit of these accounts shall be made in such instalments and on such dates as the conditions allowed to the subscribers to the loan shall admit.

Interest at a rate to be arranged from time to time shall be granted on the credit balance of the railway accounts.

After deduction of the funds required for the service of interest and for commission on this service during the time of construction,

the Deutsch-Asiatische Bank will hold the proceeds with accrued interest to the order of the Board of Commissioners appointed for the northern part of the Tien-tsin–Chinkiang Railway lines, and the Hong Kong and Shanghae Banking Corporation will hold the proceeds with accrued interest to the order of the Board of Commissioners appointed for the southern part of the Tien-tsin–Chinkiang Railway line. The Commissioners, in drawing the sums necessary for the construction, shall give notice to the banks fourteen days before the day on which they are required.

15. If during the time of construction the whole amount of the instalments with accrued interest to be paid by the Syndicate should, after deduction of the sums necessary for the service of interest on the loan, not be sufficient for the construction of the railway lines, the amount of deficiency shall be provided by a supplementary loan to be issued by the Syndicate, the interest and other conditions of which are to be the same as in this Agreement, but the price must be arranged when the time arrives.

If after the completion of the lines there should be a balance at credit of the Tien-tsin–Chinkiang Railway account, the Syndicate shall transfer such unused balance to the credit of the loan service reserve fund, hereinafter mentioned as a provision for payments to which the Government is bound by clause 8 of this agreement.

16. If before the publication of the prospectus for the issue of the loan any political or financial crisis should take place in Europe or elsewhere, by which the markets and the prices of existing Chinese Government stocks are so affected as to render the successful issue of the loan impossible on the terms herein-named, the Syndicate shall be granted such extension of time for the performance of their contract as the circumstances demand, or shall have the right to withdraw from their contract with the Chinese Imperial Government, which shall in that case become null and void.

17. The Deutsch-Asiatische Bank on the one side, and the Hong Kong and Shanghae Banking Corporation for themselves and on behalf of Messrs. Jardine, Matheson, and Co., as joint agents for the British and Chinese Corporation (Limited), on the other side, shall take the loan in shares to be agreed upon by the Syndicate, and without responsibility for each other.

18. The northern part of the railway lines shall be constructed, equipped, and worked on behalf of the Imperial Chinese Government by the Deutsch-Asiatische Bank, and the southern part of the railway lines shall be constructed, equipped, and worked on behalf of the Imperial Chinese Government by the British and Chinese Corporation (Limited), under conditions as follows:—For each of these parts a Board of Commissioners shall be appointed to superintend the construction, equipment and working of the railway lines in accordance

with regulations to be arranged between the Imperial Directors and the Deutsch-Asiatische Bank and the British and Chinese Corporation (Limited).

19. An office shall be provided for the Imperial Directorate, and a head office shall be established for each Board of Commissioners. The Board of Commissioners for the northern and southern parts of the lines respectively appointed to superintend the construction and administration shall each consist of five members: two Chinese managers representing the Imperial Directors and nominated by them, and three European members, namely, a representative of the Bank concerned, the Manager and the Chief Engineer, to be nominated by the Deutsch-Asiatische Bank, and the British and Chinese Corporation (Limited).

In case any foreign or Chinese members of the Boards of Commissioners do not work well together, it shall be open to the Imperial Directors, the Deutsch-Asiatische Bank, and the British and Chinese Corporation (Limited), to mutually discuss means to arrange and deal with the matter.

The foreign and Chinese railway staff, including a Tī-tiao, shall be appointed by the Boards of Commissioners, who will report the appointment to the Imperial Directors. In the event of an important appointment the two Chinese members of the Boards may first consult the Imperial Directors.

The principal members of the railway staff shall be capable and experienced Europeans, but Chinese with sufficient experience in engineering or traffic may also be appointed.

Foreign and Chinese members of the railway staff shall, in the event of incapacity or misconduct, be dismissed by the Boards of Commissioners, who will inform the Imperial Directors of the same.

The salaries of the five members of each Board of Commissioners and of the foreign and Chinese railway staff shall be arranged by the Deutsch-Asiatische Bank, the British and Chinese Corporation (Limited), and the Imperial Directors, and paid by the head office of their respective sections.

20. The plans, estimates and all matters relating to survey must be submitted for approbation to the Board of Commissioners. The Chief Engineer shall indicate to the Chinese Commissioners the land which it is necessary to purchase, and which must be sufficient for the construction of a permanent way with double lines and dependencies, and the Chinese Commissioners shall thereupon effect such purchases at a price to be based on a scale to be arranged after survey. In the event of the route proposed by the Chief Engineer passing through towns, villages, graveyards, or other points, where much obstruction is encountered, the Chief Engineer will, together with the Board of Commissioners, consider means of diverting the proposed railway route in order to avoid difficulties.

21. After completion of the survey and due inquiry as to the prevailing provincial *li-kin* and customs dues, the Imperial Directors will arrange with the Deutsch-Asiatische Bank and the British and Chinese Corporation (Limited), regulations for the payment of *li-kin* and duty upon merchandize and live-stock in transit over the railway lines.

22. All materials necessary for the construction and working of the lines obtained either from foreign countries or from other provinces of China and the revenues derived from the railway shall be exempt from duty or taxation of all kinds, and the Imperial Government of China will instruct the customs and *li-kin* authorities accordingly.

All material, plant and goods, shall be ordered from the Deutsch-Asiatische Bank and the British and Chinese Corporation (Limited), on conditions to be arranged in the Final Agreement.

The plans, estimates and requisitions for materials shall be submitted to the Board of Commissioners by the Chief Engineer for reference at their discretion to the Imperial Directors, and the same shall be furnished by the Deutsch-Asiatische Bank and the British and Chinese Corporation on the best possible terms.

Due consideration will be extended to materials from the Hanyang Iron Works, if available when required and of a quality satisfactory to the Chief Engineers of the Syndicate.

23. The Deutsch-Asiatische Bank and the British and Chinese Corporation (Limited), shall during the working of the lines maintain the railways, buildings, works, rolling stock and dependencies in good order and condition.

24. Branch lines or extensions in connection with the Tien-tsin–Chinkiang Railway lines that may appear profitable or necessary later on shall be the subject of negotiations between the Imperial Directors and the Syndicate.

25. The tariff to be introduced by the European Manager shall be approved by the Boards of Commissioners who will take into consideration the tariffs of other existing railway lines in China, while keeping in view the necessity for attracting traffic. The European Manager may also be instructed so enter into arrangements for tariffs on through traffic over connecting lines. In case of war, foreign or internal, the railway lines shall be reserved in the first instance for the transport of Chinese troops, commissariat and munitions of war under the order of Imperial Directors and at half the ordinary tariff rates, and the railways shall not engage in any service injurious to China. In case of famine, grain will also be transported over the lines at half the ordinary tariff rate under orders of the Imperial Directors.

26. All payments made and received in connection with the railway lines will be subject to the control of the Boards of Commissioners, and after the line is working estimates of receipts and expenditure shall be similarly submitted to the Boards. Regular accounts shall be

furnished through the Imperial Directors to the Railway and Mining Bureau of the Tsung-li Yamên and the Board of Revenue, Peking. All payments made must be represented by Chinese or foreign vouchers, as the case may be.

27. The profits from working completed sections of the railways during the time of construction shall be credited to railway construction account.

28. Should any traffic business be apparent later on as likely to benefit the Imperial Government of China and increase the earning power of the railway lines, the Deutsch-Asiatische Bank and the British and Chinese Corporation (Limited) shall represent the same to the Imperial Directors, and request them to obtain the necessary authority to arrange the business.

29. The Deutsch-Asiatische Bank and the British and Chinese Corporation (Limited) shall work the lines on behalf of the Imperial Government of China until the present loan is redeemed. As soon as the loan has been completely redeemed, this Agreement shall become null and void, and the railway lines and property named in this Agreement shall be handed over to the absolute disposal of the Chinese Government.

30. The annual net revenue is understood to be that resulting from the gross receipts of the passengers and goods traffic and the income from other sources, after deducting all working expenses, including maintenance of the permanent way, repairs and renovation of machinery and rolling stock, and all expenses of administration, besides deducting an amount to be determined by the Deutsch-Asiatische Bank and the British and Chinese Corporation (Limited) as sufficient for accumulating a reserve fund for extraordinary improvements or repairs. Of the surplus of the joint net annual revenue of the northern and southern railway lines, after payment of interest and repayment of principal of the loan, first, a participation of 20 per cent. will be granted to the Syndicate in remuneration for their management of the construction and the working of the railway lines; secondly, an amount equal to 10 per cent. of the gross earnings will be transferred to a loan service reserve fund, deposited with the two Banks, and the remainder will be at the disposal of the Imperial Government of China. An account of the said loan service reserve fund will be rendered yearly to the Railway and Mining Bureau of the Tsung-li Yamên and to the Board of Revenue, and the fund will be drawn upon only in the case of the revenue of the railway lines being insufficient to meet the service of interest and principal of the loan. On redemption of the loan being completed, the balance of this fund will revert to the Chinese Government.

31. The powers and authority given and delegated to the Imperial Directors by the Imperial Government of China shall, in the case of

their promotion or removal, be transferred to their successors, and the Deutsch-Asiatische Bank, the Hong Kong and Shanghae Banking Corporation, Messrs. Jardine, Matheson, and Co., and the British and Chinese Corporation (Limited) may, subject to all their obligations, transfer or delegate all or any of their rights, powers, and discretions to any German or English Company, Directors, or agents with or without power of further transfer and sub-delegation.

32. Differences arising between the Imperial Directors and the Syndicate will be taken up and decided with equity and justice by the Tsung-li Yamên on the one side, and the Minister for Germany and the Minister for Great Britain in China on the other side.

33. As soon as possible after the signature of this Agreement the Engineers of the Syndicate will be authorized by the Imperial Chinese Government to survey and report upon the proposed railway lines, when, subject to such report being satisfactory to the Syndicate, this Preliminary Agreement will be ratified by the Syndicate and replaced by a Final Agreement containing all necessary details. Modifications in the conditions of this Preliminary Agreement may be made subject to the consent of both parties.

34. The provisions of this Preliminary Agreement shall, immediately after signature, be ratified by an Imperial Edict,[a] which shall be communicated by the Tsung-li Yamên to the Ministers for Germany and Great Britain in Peking.

35. Five sets of this Agreement are executed in English and Chinese, one set to be retained by the Tsung-li Yamên, one by the Railway and Mining Bureau, and one by each Contracting Party.

In the event of any doubt arising regarding the interpretation of the Contract, the English text shall rule.

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[a] Ratification was granted on the 24th of May, 1899. British Parliamentary Blue Book, *China, No. 1 (1900)*, p. 190.

No. 52.

GERMANY.

CONCESSION GRANTED THE SCHANTUNG-EISENBAHN-GESELLSCHAFT FOR THE CONSTRUCTION AND OPERATION OF A RAILWAY FROM TSIN-TAO TO TSINAN FU.

[Translation.]

JUNE 1ST, 1899.

In response to a request made by the Deutsch-Asiatischen Bank (German-Asiatic Bank), representing the Syndicate, formed for the establishment of a German-Chinese Company with the title of "Schantung-Eisenbahn-Gesellschaft" (Shantung Railway Company), the Imperial Government agrees to grant to said company a concession for the construction and operation of a railway in the Chinese Province of Shantung, from Tsin-tao via Weihsien to Tsinan Fu with a branch line, starting from a point on the main line, to Poshan, according to the provisions of the German-Chinese Treaty of March 6, 1898, and under the following conditions:

§ 1.

The construction and maintenance of the railway shall be proceeded with by a German-Chinese Company, to be organized by the Syndicate upon the basis of the contract hereto attached.

This company will have its domicile at first in Berlin but will nevertheless remove the same to Tsin-tao within six months from the date of the granting of the concession.

§ 2.

The capital for the construction and operation of the railway is fixed at 54 Million Marks.

Care is to be taken that Germans as well as Chinese may participate in the public subscription to the stock of the Company. More especially, shall subscriptions be opened in the suitable commercial centers of East Asia, and the amounts there subscribed shall receive proper consideration.

§ 3.

The management of the railway shall be domiciled at Tsin-tao. The election of the President of the Board of Directors as well as the Chief Operating Official must be approved by the Imperial Government.

§ 4.

The following regulations govern the construction of the railway:

I.

In the building of the railway lines the special preparatory work shall determine the best possible connection with the most important coal fields, more especially with those of Weihsien and Tzechuan as well as the chief cities and towns between Tsintao and Tsinanfu, which, on account of their population or other significance, must be considered in their relation to railway traffic.

In the construction of the railway station at Tsinan Fu consideration is to be given to the connection with the Hoang ho and the continuation of the railway on the one side to the southern boundary of the Province of Shantung in the direction of Kua-chou (Chinkiang), on the other side following the North Boundary of the same Province in the direction of Tientsin and Cheng-ting.

The Company must obtain from the Imperial Governor permission to carry out the railway line, in accordance herewith, in the territory of Kiau-chou, outside this territory the permission of the Imperial Minister in Peking is to be obtained.

The lines may be built for single track; however sufficient land for the construction of a double track must be provided.

The gauge shall measure 1,435 meter.

II.

German material shall be used, as far as possible, in the construction of the railways.

III.

The completion and opening of the main line from Tsin-tao to Tsinan Fu, and of the branch line to Poshan must follow within a period of 5 years, dating from the grant of the concession, and that of the railway section from Tsin-tao to Wei-hsien within a period of 3 years. Should the company be prevented from the fulfillment of these obligations by force major, the fixed periods shall be respectively extended.

§ 5.

The following stipulations shall obtain for the operation of the railways:

I.

The Governor of Kiau-chou is to be notified of the proposed opening of the railway on any one section at least three days in advance of the time set.

II.

The railway is to be equipped in due time with rolling stock according to the requirements of traffic. The material used shall be, as far as possible, of German origin.

The company binds itself to permanently maintain the railways, buildings, workshops and rolling stock, including the telegraph plants, in good order and condition, in order that transportation may be made with security and according to the stipulations of the present contract. The company shall be held responsible therefor by the Imperial Government, but no stricter regulations shall be issued for railways outside of the Protectorate than those in force on the majority of the railways in China, built and operated under similar circumstances. The railway police regulations applicable within the Protectorate shall be in force along the line of railroad operation.

III.

The number of trains to be despatched is left to the discretion of the company, but it must meet the necessities of traffic as far as possible. The establishment of a schedule and changes therein are subject to the approval of the Governor of Kiau-chou, with the understanding that no greater obligations shall be required of the company than in the case of the majority of other railways built and operated under similar circumstances in China.

The time table is to be made public in due time.

IV.

The fixing of the tariff for transporting passengers and freight on every railway section is left to the discretion of the company for the first ten years, beginning on January 1st following the opening of the railway, but the maximum rates for the transportation of coal, to be fixed by the Imperial Government after consultation with the company, may not be exceeded. Subsequent to this time, that is after the expiration of the ten years specified above, it is optional with the Imperial Government to fix the maximum rates for the various classes of passengers and goods every five years; within these limits the company shall be at liberty to fix the charges of transportation. All maximum rates to be fixed by the Imperial Government shall, however, not be lower than the maximum rates of the majority of railways built and operated under similar circumstances in China.

Rates for transportation as well as changes therein must be made known to the Governor before adoption, and shall be published in due course. Increased rates, should they not be approved by the Governor, shall come into force three months after publication only.

V.

Use of the railway is to be granted to everybody under similar conditions. Especially the rates fixed for transportation are to apply equally to all persons or goods of the same class. Facilities of transportation which under fulfillment of the same conditions do not benefit everybody are inadmissible. Exceptional tariffs require the approval of the Governor of Kiau-chou.

Upon demand of the Imperial Government the Company is obliged to allow other contractors to connect with the railway by means of private connecting tracks or junction railways, upon refunding to the Company the expenses incurred thereby, should the Company itself not build connecting tracks or junction railways within a reasonable time. The Company is further obliged to undertake the operation of the private connecting tracks and furnish the necessary means of transportation, for which it is to receive suitable compensation, and further, for a likewise reasonable compensation, to allow the passage of the necessary transportation material of the junction railways.

§ 6.

Should the company culpably offend against one of the obligations imposed upon it by this document and not comply in due time with the injunction given by the Imperial Government to make good the offense, the Imperial Government may hold the company responsible for the losses accruing to the traffic through its fault, in an adequate sum of money.

Whether there has been a culpable offense on the part of the company, and whether in consequence of such offense the order of the Imperial Government has not been properly complied with, and what amount shall be paid for accrued damages, shall be finally determined by a Court of Arbitration to be formed as provided for in Section 7.

All moneys hereafter to be paid by the company shall be paid into the Treasury of the Imperial Government of Kiau-chou.

Should a culpable action of the company relative to one of the imposed obligations contained in this document result in the railway section not being constructed or operated in due course, the Imperial Government is authorized to take over itself, or to cause to be taken over by a third party, the construction or extension of the railway and the organization or continuation of the traffic, all at the expense of the company. The question as to whether such a culpable action on the part of the company exists is also to be finally decided by the Court of Arbitration to be formed according to paragraph 7 of this document.

§ 7.

The Court of Arbitration, provided for in Article 6, shall be formed in such manner that each party appoints two arbitrators and these shall elect an umpire. The Imperial Government will name its arbitrators to the company and, at the same time, request the company to appoint their arbitrators within four weeks, counting from the day of the handing in of the summons, and to name them to the Imperial Government. If the company does not comply with this summons in due time, the Imperial Government will also elect the necessary arbitrators. The umpire is elected by a majority vote. In the case of a tie the umpire will be appointed by the President of the Hanseatic Upper District Court. The regulations of the Tenth Book of the Civil Process, unless otherwise stated in this document, shall hold good for the arbitration proceedings.

§ 8.

During the life of the concession, conveyed in this document, the Imperial Government will not grant to any other contractor the right to construct a railway section, running parallel in the same direction with the concessionary lines to the same points, or touching at several of their principal places.

§ 9.

The Imperial Government of Kiau-chou shall cede to the company such land in the Protectorate necessary for the construction of the railway, provided it is property of the Government and, according to the declaration of the Governor, not indispensable for Government purposes, upon payment of the price prevailing in the locality, but which shall not exceed 125,000 marks. The Imperial Authorities will, as far as possible, assist the company at their request to acquire more land if necessary, should it lie in the Protectorate or in the Province of Shantung.

§ 10.

The Imperial Government will grant to the company, upon their request, the concession for the construction and operation of the railways from Tsinan Fu to I-chou Fu and from Tsin-tao to I-chou Fu, under conditions corresponding to those contained in this document.

As regards these railways, the company is free to await the end of the year 1908 before presenting this request. The concessions not solicited in due time can be otherwise granted by the Imperial Government.

§ 11.

The company shall pay a contribution from the yearly net profits of the railway to be applied to the expenditures of the Government for the harbor works in the Bay of Kiau-chou and also to the general running expenses of the Protectorate, which contribution is to be estimated as follows:

If after the opening of the traffic of the railway from Tsin-tao to Tsinanfu, the net earnings of the railway would permit the payment of a yearly dividend of more than 5 per cent of the paid up capital which is used in operating the railway, there shall be paid into the Government funds of Kiau-chou the twentieth part of any surplus over 5 to 7 per cent, the tenth part of any surplus over 7 to 8 per cent, the fifth part of any surplus over 8 to 10 per cent, the third part of any surplus over 10 to 12 per cent, and the half of any surplus over 12 per cent.

§ 12.

The Imperial Government reserves the right to purchase the railways to be constructed by the company in accordance with this concession, after the end of sixty years, calculated from the date of the grant of the concession. The Imperial Government further reserves the right to buy at the end of every five years, including a one year's previous notice, all establishments, rolling stock, appurtenances, inclusive of the reserve and renewal funds earned by the railway enterprise, upon payment of twenty-five times the amount of the average dividends paid during the last five years from its earnings, or, at least, however, the commercial value of the actual existing railway plants, workshops and rolling stock. In case there should be any doubt in ascertaining the value, a Court of Arbitration, formed according to Article 7, shall decide. Should no sum obtain the majority of the votes cast the one nearest the average of the sums named by the individual arbitrators shall be accepted. The decision of the Court is final.

§ 13.

The transfer, in whole or in part of the concession granted to the company, according to this document, the rights and obligations appertaining to it in exercise of the same, under maintenance of its concessionary character, as well as any alteration in the contract, must, to become valid, have the approval of the Imperial Government.

The transfer of the concession itself or parts thereof to another company, not German or German-Chinese, is prohibited.

§ 14.

The Imperial Government reserves the right of appointing a commissioner according to Article II of the second part of the German-Chinese Treaty of March 6, 1898.

§ 15.

A copy of this concession document will be delivered to the company as soon as the company is regularly formed by the Syndicate.

§ 16.

The charges for all expenses incurred in this document, especially the stamp duties, shall be borne by the Company.

Baden-Baden June 1, 1899.

(Signed) IMPERIAL CHANCELLOR
Prince zu Hohenlohe-Schillingsfürst

27938—04——24

No. 53.

RUSSIA.

IMPERIAL ORDER FOR THE BUILDING OF DALNY AND CREATING IT A FREE PORT.[a]

[Translation.]

JULY 30, 1899.

TO THE MINISTER OF FINANCE.—Our Empire, comprising as it does immense territories in Europe and Asia, is called upon by Divine Providence to contribute to the pacific intercourse of the peoples of the East and the West. For the attainment of this historic object we have received the friendly assistance of the Chinese Empire, which has ceded to us the use of the Harbour of Talienwan and Port Arthur, with the adjacent territory, and has furnished for the Great Siberian Railway an outlet through its possessions to the Yellow Sea. Thanks to this wise decision of the Government of His Majesty the Emperor of China, the extreme limits of two continents of the Old World will very shortly be connected by an uninterrupted line of rails, which will secure for all nations the incalculable advantages of easy communication, and bring new regions within the operations of the commerce of the world.

In our increasing solicitude for a scheme of such general utility as this, we have directed our attention to the first-rate importance which, when once the line is constructed, its terminus, the port of Talienwan, will acquire. Having declared after its occupation that this port was open to the commercial fleets of all nations, we deem it advisable now to proceed to the construction near this port of a town, to which we give the name of "Dalny."

At the same time, with a view to the commercial development of the future town, we grant to the same for the entire period for which its territory is handed over to Russia by China, under the arrangement of the 15th (27th) March, 1898, the right of free trade granted to free ports on the following conditions:—

1. The importation and exportation of goods of every kind are allowed free of customs dues in the town, port, and adjacent territory, within the limits determined by and liable to modification by the Minister of Finance.

[a] *Journal de St. Petersburg*, August 5, 1899.

2. The right of free trade thus granted does not affect transport, anchorage, and other dues of various kinds, levied at ports.

3. The Quarantine Regulations, issued with a view to preventing the introduction of infectious diseases, must be strictly observed by all ships entering the port.

4. Goods imported into Russia which come from the territory enjoying the right of free trade will be examined, will pay import duty, and will enter the Empire under the general conditions in force for the importation of foreign goods.

Invoking the blessing of the Lord upon this truly pacific work of the future, we intrust to your care the superintendence of the construction of the town and port.

NICOLAS.

PETERHOF, *July 30, 1899.*

No. 54.

CHINA.

EXPLANATORY AND ADDITIONAL REGULATIONS FOR MINES AND MINING.[a]

IMPERIAL RESCRIPT, JULY 30, 1899.

[Translation.]

Whereas a joint Memorial was presented on the 19th November, 1898, submitting Regulations for mines and railways; and it was explained therein that future action should depend on circumstances, and that where additions and alterations were found to be expedient, they should, after careful investigation into the requirements of the case, be embodied in further Memorials and put in force;

And whereas with regard to railway matters, a joint Memorial was presented on the 13th December, 1898, submitting a general scheme in which the various undertakings were distinguished in order according to their urgency;

And whereas both these Memorials were approved by the throne, and circulated for general guidance;

And whereas since the opening of mines was sanctioned, various explanations of and additions to the former Regulations have been found to be necessary in this department also:

Now, therefore, memorialists submit as follows:—

When the State, which treats all men with equal kindness, allows mining operations to be undertaken by Joint-stock Companies composed of Chinese and foreign merchants, the intention is that such merchants should obtain a profit which is within the reach of all; it is not intended that they should be allowed to grasp the profit of a monopoly. Now, at present, when Chinese and foreigners apply for mining Concessions, as the Regulations allow the Companies to decide after survey in what places minerals exist, they invariably indicate only vaguely that such-and-such Prefectures, or such-and-such districts of a province, without indicating clearly certain places in certain districts ("hsien"), and specifying the number of miles included. The result is, that dishonest traders are allowed to conspire in bogus schemes and

[a] British Parliamentary Blue Book, *China, No. 1 (1900)*, p. 324–326.

obtain a monopoly by unfair means, and that honest and *bonâ fide* gentry and merchants draw back and keep in retirement, having no motive to exert themselves. This result is totally at variance with the original intention of the Concessions, and it is imperatively necessary that definite limits should be laid down.

Setting aside, therefore, Concessions already sanctioned, which will continue to be treated according to Agreement, in future each applicant for permission to conduct mining operations must specify a certain place in a certain district, and will not be allowed to indicate several places at the same time, or to vaguely indicate a whole Prefecture or a whole district. Thus, monopoly will be checked, and profits made open to all.

Secondly, the former Regulations provide that, in order to preserve sovereign rights, the control of all joint Chinese and foreign Companies must rest with the Chinese merchants, and there is also a clause providing that when three-tenths of the capital has been provided by Chinese-owned shares, foreigners can then be invited to buy shares in the concern.

Although this provision was designed to develop and encourage enlightened progress, yet as the disproportion of three Chinese shares to seven foreign shares would tend to give the balance of power to outsiders, and gradually, as it were, to let the host be silenced by the clamour of the guests, it is necessary to rectify the original rule.

Setting aside, therefore, Concessions already sanctioned, in future no undertaking can be commenced unless the shares held by Chinese and foreigners respectively are each one-half of the whole, in order to avoid bias.

The management shall remain, as before, in Chinese hands, and no application on the part of foreigners to conduct operations not under Chinese management shall be entertained.

Thirdly, the former Regulations provide that in the case of applications made by gentry or merchants in the provinces for permission to mine, the local authorities must see that such proposals are not contrary to the Regulations before submitting them to the decision of the General Board, and must not take upon themselves to grant the applications. Also that, in the case of applications made to the General Board direct, inquiries must first be made from the authorities of the province before the proposals are sanctioned, in order to prevent bogus schemes. The intention of the Regulations is that, when Chinese subjects undertake mining operations, they have to wait until inquiries are made and permission granted before inviting the co-operation of foreign shareholders, and that by this means only abuses can be prevented.

If, before application is made, or before permission is granted, a foreign partnership is entered into to exploit the mines of a certain

place, and afterwards, when inquiry is made, it is found that there are many objections in the way, and that it is impossible to carry out the undertaking, the merchants concerned only incur fruitless expenditure in surveying, &c., and not only is a want of consideration displayed, but bogus schemes and swindles are not got rid of. Here, too, the original rule requires explanation and addition.

In future, therefore, when Chinese merchants apply for mining Concessions, they must wait until it is ascertained that there are no objections in the way, and until permission has been granted, and then only are they at liberty to invite foreign shareholders and enter into Agreements. After this, again, their Agreements must be submitted for investigation and approval before operations can be commenced. If partnerships are first formed, and applications submitted afterwards, such applications shall all be refused.

Fourthly, the present Regulations provide that all enterprises must be commenced within six months from the date of sanction, under penalty of cancellation, but it is also provided that special cases are excepted from this rule. The result is that pretexts for delay are advanced so as to make a show of marking out claims without commencing genuine operations, and it is now necessary to define a strict limit of time.

From the date of sanction the total limit shall be ten months, and no matter whether there are any special reasons or not, if this period is exceeded without operations being begun, the sanction given shall be cancelled. The local authorities may then intrust the undertaking to other persons, and the original applicants cannot dispute their rights.

In other respects the former Regulations shall still hold good, and mines which have been already opened shall remain, subject to the old system, so as to avoid complications.

If these proposals are honoured by the Imperial sanction, memorialists will issue general instructions accordingly.

The instructions of their Imperial Majesties the Empress-Dowager and the Emperor are humbly requested on the above explanatory and additional Regulations for mining.

The above Memorial has been drafted by the General Board for Railways and Mines, and presented in conjunction with the Tsung-li Yamên.

Imperial Rescript, dated the 30th July, 1899: "Let it be as proposed."

No. 55.

GREAT BRITAIN.

MEMORANDUM OF ASSOCIATION OF THE CHINESE ENGINEERING AND MINING COMPANY, LIMITED.

DATED DECEMBER 20, 1900.

1. The name of the Company is "The Chinese Engineering and Mining Company, Limited."

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:—

(*a*) To enter into and carry into effect, with such modifications (if any) as may be agreed upon, the agreement mentioned in Clause 3 of the Company's Articles of Association:

(*b*) To purchase, take on lease or otherwise acquire any mines, mining rights and metalliferous land in China or elsewhere, and any interest therein, and to explore, work, exercise, develop, and turn to account the same:

(*c*) To carry on the business of colliery owners, coal and coke and metal merchants, iron founders, mechanical engineers and manufacturers of agricultural implements and other machinery, tool-makers, brass-founders, metal-workers, boiler-makers, millwrights, machinists, iron and steel converters, smiths, wood-workers, builders, painters, metallurgists, electrical engineers, water supply engineers and gas makers:

(*d*) To carry on any business relating to the winning and working of minerals, the production and working of metals, and the production, manufacture and preparation of any other materials which may be usefully or conveniently combined with the mining or engineering or manufacturing business of the Company, or any contracts undertaken by the Company, and either for the purposes only of such contracts or as an independent business:

(*e*) To undertake and execute any contracts for works involving the supply or use of any machinery, and to carry out any ancillary or other works comprised in such contracts:

(*f*) To buy, sell, manufacture, repair, convert, alter, let on hire and deal in apparatus, machinery, implements, rolling stock and hardware materials and articles of all kinds which shall be capable of being

used for the purpose of any business herein mentioned, or likely to be required by customers of any such business:

(*g*) To crush, win, get, quarry, smelt, calcine, refine, dress, amalgamate, manipulate and prepare for market, ore, metal and mineral substances of all kinds, and to carry on any other metallurgical operations which may seem conducive to any of the Company's objects:

(*h*) To construct, execute, carry out, equip, improve, work, develop, administer, manage or control, in China and elsewhere, public or other works, buildings and conveniences of all kinds, which expression in this Memorandum includes roads, railways, tramways, docks, harbours, piers, wharves, canals, bridges, reservoirs, embankments, irrigations, reclamation, improvement, sewage, drainage, sanitary, water, gas, electric light, telephonic, telegraphic and power supply works, and hotels, warehouses, manufactories and mills of all kinds, and public or other buildings, and all other works or conveniences of public or private utility:

(*i*) To build war and merchant ships and other vessels, and to negotiate the building and provision of the same in China and elsewhere by others:

(*j*) To undertake the building of and armament of forts and the provision of arms, guns, armaments and ammunition for the same in China and elsewhere, or to negotiate the undertakings of these works and supplies by others:

(*k*) To undertake the dredging and repair of rivers and navigable and other waterways in China and elsewhere, or to negotiate the undertaking of these works by others:

(*l*) To apply for, purchase, or otherwise acquire any contracts, decrees and concessions for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration or control of public or other works and conveniences, and to undertake, execute, carry out, dispose of or otherwise turn to account the same:

(*m*) To carry on the businesses of cotton, wool and silk spinners and manufacturers, brick, tile, cement and rope manufacturers, oil, flour, rice, cotton and paper millwrights, builders and contractors, engineers, farmers, graziers, brewers, printers, bleachers, dyers, spinners, ship owners, ship builders, merchants, carriers, agents and importers and exporters:

(*n*) To purchase, build, enter into contracts with respect to the building of, take in exchange, charter or otherwise acquire and hold steamships and vessels or craft of every description, or any shares or interests in steamships, vessels or craft, or in their insurance, freights and engagements, and also shares, stocks and securities of any companies possessed of or interested in any ships or vessels, and to maintain, repair, reclass, improve, alter, sell, exchange or let out to hire,

or charter, load on commission, mortgage, sell or otherwise deal with and dispose of any ships, vessels or shares or securities as aforesaid:

(*o*) To apply for, purchase or otherwise acquire any patents, brevets d'invention, licenses, concessions and the like, conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights and information so acquired:

(*p*) To purchase, hire or otherwise acquire, use, maintain, sell, exchange or otherwise deal with or dispose of and turn to account, all plant, machinery, live and dead stock, implements, stores and materials of every kind requisite for any of the purposes of the Company, and to acquire, by purchase, lease or otherwise, any lands or buildings, real or personal property, easements, rights or privileges which the Company may think suitable or convenient for any purposes of its business:

(*q*) To acquire and carry on all or any part of the business or property, and to undertake any liabilities of any person, firm, association or company possessed of property suitable for any of the purposes of this Company, or carrying on any business which this Company is authorised to carry on, or which can be conveniently carried on in connection with the same, or may seem to the Company calculated directly or indirectly to benefit this Company, and as the consideration for the same to pay cash, or to issue any shares, stocks or obligations of this Company:

(*r*) To transact or carry on all kinds of agency business, and in particular in relation to the loan, transmission or investment of money, the sale of property, and the collection and receipt of money, and to lend money to such persons and on such terms as may seem expedient, and in particular to customers of and persons having dealings with the Company, and to give any guarantee or indemnity as may seem expedient:

(*s*) To promote any other company or companies for the purpose of its or their acquiring or taking over all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to purchase, subscribe for or otherwise acquire, and to hold the shares, stocks or obligations of any company, in the United Kingdom or elsewhere, and upon a distribution of assets or division of profits, to distribute such shares, stocks or obligations amongst the Members of this Company in specie, and generally to distribute among the Members any property of the Company in specie:

(*t*) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on, or calculated to enhance the value of, or render profitable, any of the Company's properties or rights:

(*u*) To borrow or raise or secure the payment of money, and for those purposes to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital, and to create, issue, make, draw, accept, and negotiate perpetual or redeemable debentures or debenture stock, bonds or other obligations, bills of exchange, promissory notes or other negotiable instruments:

(*v*) To sell, let, develop, dispose of or otherwise deal with the undertaking, or all or any part of the property of the Company, upon any terms, with power to accept as the consideration any shares, stocks or obligations of any other company:

(*w*) To pay out of the funds of the Company all expenses of or incident to the formation, registration and advertising of or raising money for the Company, and the issue of its capital, including brokerage and commissions for obtaining applications for or placing shares, and to apply at the cost of the Company to Parliament for any extension of the Company's powers:

(*x*) To carry out all or any of the foregoing objects as principals or agents, or in partnership or conjunction with any other person, firm, association or company, and in any part of the world:

(*y*) To procure the Company to be registered or recognised in any foreign country or place, or in any colony or elsewhere:

(*z*) To do all such other things as are incidental or conducive to the attainment of the above objects.

4. The liability of the Members is limited.

5. The capital of the Company is £1,000,000, divided into 1,000,000 shares of £1 each, with power to increase and with power from time to time to issue any shares of the original or new capital with any preference or priority in the payment of dividends or the distribution of assets, or otherwise, over any other shares, whether ordinary or preference, and whether issued or not, and to vary the regulations of the Company as far as necessary to give effect to any such preference or priority, and upon the subdivision of a share to apportion the right to participate in profits in any manner as between the shares resulting from such subdivision.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses, and descriptions of subscribers.	Number of shares taken by each subscriber.
Ernest Pears, 22, Austin Friars, E.C., Secretary	One.
Edmund Ponsonby Tennant, 7, Brookfield Terrace, Walthamstow, Essex, Company Clerk	One.
Norman Nolckman, 8, Elm Road, Beckenham, Clerk	One.
Herbert Owen, 76, Bayswater Road, Stoke Newington, Gentleman	One.
Richard Wentworth Lucy, 28, Bromley Street, Stepney, E., Clerk	One.
Arthur J. W. Lawson, 43, Forest Drive West, Leytonstone, Secretary	One.
H. W. Brown, 63, Mackenzie Road, Beckenham, Kent, Gentleman	One.

Dated the 20th day of December, 1900.

Witness to the above Signatures—

THOMAS WINTER,

Clerk to Messrs. Ashurst, Morris, Crisp & Co., Solicitors, 17, Throgmorton Avenue, London, E. C.

No. 56.

CHINA.

RULES AND REGULATIONS FOR MINING ISSUED BY THE CHINESE GOVERNMENT.

APRIL, 1902.

[Translation.]

(1) All persons intending to engage in mining, whether with native shareholders or by borrowing foreign capital, must first of all clearly petition the Foreign Office and present the petition in person, or request the viceroy or governor of their respective provinces to forward their application to this board, and await an official reply. Whenever permission to mine is given, a certificate will be granted, without which no mining operations can be undertaken.

(2) When such applications are approved by the Foreign Office, that office will refer the application to the bureau of mines and railways for approval. On receiving from the head office a reply in the affirmative, the Foreign Office will advise the bureau of mines and railways to issue a permit, after receipt of which mining operations may be commenced. Fees for such permits will be charged at the rate of 1 per cent on the capital, which must be paid to that bureau for office expenses.

(3) The applicant who originally applies for a permit for mining must himself carry on the matter; he can not sell it to someone else. [It is not transferable.] In case he desires to sell out before or after he has begun operation, the original applicant must, with the transferee, apply again to the Foreign Office, according to articles 1 and 2, and put the matter on record. When this has been complied with, then the transfer can be made.

(4) If the owner of the land can not come to terms with the mining parties, the original petitioner should first parley with him, agree on a price, and have it recorded. It should not be a private (or secret) transaction. If, for Government reasons, the land should be mined and the owner of the land is obstreperous, he should be made to yield to the wishes of the Government. In such a case, the officials shall pay the owner a reasonable price, so that mining can be begun at will.

(5) Applicants for concessions may be Chinese or foreigners, or Chinese and foreigners in partnership; it makes no difference. But the land being Chinese soil, and permission to mine being granted by

the Chinese Government, it behooves all who undertake mining operations to respect and abide by the rules and regulations of this Government. If trouble of any kind arises, the Chinese Government can use its sovereignty to make a settlement.

(6) According to the valuation of the vein opened a tax must be paid, as follows:

On 100 taels' ($68) worth of coal, iron, antimony, alum, borax, etc., 5 taels ($3.40), or 5 per cent.

On kerosene, copper, lead, tin, sulphur, cinnabar, etc., 10 per cent.

On gold, silver, spelter, quicksilver, etc., 15 per cent.

On diamonds, crystals, etc., 25 per cent.

Ores which are not included in the above list shall pay a tax according to the nearest mineral mentioned.

There is still to be an export duty at the treaty ports, but no likin. The above amount is to form a distinct revenue, for which the customs are to open a separate account.

(7) Every company receiving a permit must begin work within twelve months. After that limit the permit will be canceled and a new concession given. The fact will be advertised in all the native and foreign papers.

(8) A railway for transport may be built from the mine to the nearest port or to the nearest trunk line.

(9) A mining school shall be started near to the mine, the expense to be borne by the company.

(10) All materials and mining machinery from abroad shall pay an import duty only at the port; there shall be no likin. Whatever material is procured inland shall be given a free transit pass, if it is found to be really for use at the mines. But smuggling of any kind will be heavily fined.

(11) The company must report to the Foreign Office when mining engineers are engaged, so that word can be sent to the viceroys and governors to instruct the local authorities to give them adequate protection. In case of trouble the local authorities will be held responsible. In disturbances caused through the purchase of land, opening a mine, or by the workmen, the local officials must issue a proclamation and restore order. If any malpractice is discovered they will surely be impeached and no leniency will be shown.

(12) Mining land belonging to the people may be purchased at the market value, but Government land must be leased. The new owner shall pay a land tax, as is customary. Only land needed for sinking shafts or other mining purposes shall be occupied.

(13) In buying land the company must pay a fair price, and not appropriate the land by force; nor must the owners raise their price to excess. Putting obstructions in the way on account of "feng-shui," etc., will not be allowed. In case the owner prefers to take shares rather than money for his land, this may be done.

(14) Houses and graves are to be avoided. But if the land to be mined has houses or graves on it, the original owner should be well compensated and a removal effected.

(15) There should be Chinese police to guard the mines, the expenses to be met by the company. Foreigners should have charge of the machinery and accounts, but all other employees should, as far as possible, be Chinese, and should be well paid. In case of accident to the workmen in the mines, their familes should be compensated.

(16) Chinese who have studied mining abroad, or who are merchants abroad and wish to invest in mines in China, may report to the Foreign Office. Students who are successful in prospecting will be recommended for imperial honors.

(17) Those investing money in mining will be protected, but the Government will not be responsible for losses, nor for money borrowed from foreigners. Let the merchant borrow from some other merchant to repay the foreigners. It is no concern of the Government.

(18) Accounts must be made up each year, and of the net gain 25 per cent shall be paid as royalty to the Chinese Government.

(19) All companies having already received concessions or begun work may follow their regulations, except in article 6 of the present rules. New companies must adhere to these rules.

No. 57.

CHINA.

REVISED REGULATIONS FOR RAILWAY CONSTRUCTION IN CHINA.

DECEMBER, 1903.

[Translation.]

ARTICLE I. This Board having, in obedience to an imperial edict, taken over the direction of railway and mining affairs, which is a matter of record, besides issuing special mining regulations, hereby give notice that all records, concerned with railway concessions already made, have been transferred to this Board by the General Bureau of Railways and Mines, and all applicants for railway concessions, not yet granted, are required to await the approval or disapproval of this Board.

ART. II. No matter whether Chinese or foreigner, official or merchant, all applicants for railway concessions must proceed in accordance with the regulations proposed by this Board and sanctioned by the Throne. No appeal will be allowed to regulations heretofore adopted by various provincial authorities and which are not in harmony with the present regulations. Moreover, after the concession shall have been approved by this Board there must be a careful observance of the company laws, submitted in a memorial by this Board and sanctioned by the Throne; there must be no disobedience.

ART. III. When the officials or merchants of any Province shall have accumulated capital stock and asked for a concession for either a main line or a branch line of railway in any Province, they must prepare a map in explanation and state clearly the real amount of their capital, giving the exact details, both being submitted with their petition. They shall then wait until this Board shall have communicated with the local official of the district to which they belong, who shall carefully investigate the circumstances of the applicants, whether or not they are reliable persons and whether or not they are men of property, as well as whether or not they are violating these regulations. When a reply shall have been received this Board shall then determine whether to approve or disapprove the application.

ART. IV. When a line of any railway shall have been surveyed and agreed upon, the local officials must first notify the people, so as to

prevent any intentional obstruction. As to the purchase of the ground by the company, the local officials must fix a fair price; they must not allow any raising of the price. As to the taxes due, the company must agree to pay them from year to year; no neglect shall be allowed. Whenever any cottages or graves are found in the line of the railway, if they can be avoided by a curve, steps must be taken to do so, in order to satisfy popular sentiment. If it shall be very difficult for the railway to go around them, the local officials shall decide what payment shall be made for them, so as to prevent contention and obstruction.

ART. V. When Chinese merchants apply for a railway concession, if there be any foreign shareholder, application must not only be made to this Board, but to the Board of Foreign Affairs as well, that said Board may investigate and consider the matter. If foreign merchants shall apply for a concession in their own names, they must not only file a petition with the Board of Foreign Affairs and await its reply, but also petition this Board that we may investigate and give a decision.

No matter whether the foreign merchants desire to undertake the work themselves or simply to supplement the capital stock (of a Chinese company), they must agree to uniformly observe these regulations now issued; there must be no infraction of them.

ART. VI. In accumulating capital it is important, as a rule, that the Chinese owned [shares] should be in the majority. If there be no alternative but to supplement with foreign capital, then the amount of the foreign-owned shares should not, at most, be more than equal to the amount of the Chinese-owned shares.

When the petition is presented the exact amount of the foreign-owned shares must be stated; there must be no concealment or deception. It will not be permitted at all to borrow foreign capital in addition to that obtained by foreign-owned supplementary shares. This prohibition is to prevent deception and insure sincerity. Should there be any deception practiced in securing a concession, immediately upon the discovery of the facts the concession will be canceled.

ART. VII. Even if foreigners apply for railway concessions in any of the Provinces and they are granted, it is no more than just that Chinese merchants themselves should obtain reasonable advantage therefrom; hereafter, therefore, whenever foreigners make application for a concession, no matter what may be the amount of the capital stock, they must reserve 36 per cent of the shares and allow Chinese opportunity to purchase these shares at the original price.

ART. VIII. No matter whether it be a Chinese company aided by foreign capital or a foreign company aided by Chinese capital, in every case the local authorities must give equal protection. But they must not interfere with the authority of the company to manage its own affairs. Should the company meet with losses the matter must be

dealt with strictly in accordance with the Imperial Statutes of China; according to precedent the Imperial Government is not required to indemnify.

ART. IX. Should any Chinese apply for a railway concession and himself furnish the capital therefor, amounting to more than 500,000 taels, on the successful completion of the railway this Board will make a special petition in his behalf for an edict conferring extraordinary reward as an encouragement. Should he gather together Chinese shareholders and raise in this way capital to the amount of more than 500,000 taels, then on the completion of the work being reported this Board will take action in accordance with Article XII of the regulations as to reward submitted in a memorial by this Board and sanctioned by the Throne.

ART. X. When Chinese make application for a railway concession they must first estimate the entire amount of capital needed for the completion of the road so as to determine the number and amount of shares to be raised, and after the work has begun, if a greater sum has to be expended on account of the difficulties of the work, and the estimate made at the time of gathering shares does not meet the requirements, and the capital thus prove insufficient and there be no way to add further shares of capital, then the said company ought to be permitted to borrow foreign money by mortgaging machinery and buildings; in no case will it be permitted to mortgage lands. But the total amount of money thus borrowed may not in any case exceed three-tenths of the original estimate, and it will be necessary beforehand to send a petition to this Board stating clearly the real amount of money to be borrowed. The merchants concerned will borrow and repay; in no case will the Imperial Government assume any responsibility. Only after this Board shall have considered and approved the proposal will it be permitted to negotiate the loan. A copy of the contract for the loan must be filed with this Board.

ART. XI. If the shares of capital accumulated are all Chinese owned, and if, after the work on the road for which application was made has been all completed, the company shall apply for the construction of some other road in addition, and if the capital originally raised shall really have been already entirely exhausted, and they shall propose to borrow foreign money in addition to supplying the means for the extension of their enterprise, it will be necessary to prepare a petition and submit the same to this Board and await until it shall have considered the aspects of the case and either approved or disapproved.

ART. XII. Hereafter if any Chinese applying for a railway concession shall enter into a secret contract with foreigners to borrow foreign money—mortgaging the road applied for as security—and shall for the time obtain the concession under false representations, or if after

the work shall have been commenced they shall clandestinely sell the concession to others, then as soon as this Board shall learn of these facts and investigate the affair, or if the local Viceroy or Governor shall discover the same, not only will the road (so far as constructed) be confiscated and the concession canceled, but it will be further necessary to investigate the circumstances of the case, and according to the gravity of the offense to decide upon some form of punishment.

ART. XIII. All persons who may obtain a railway concession from this Board, no matter whether Chinese or foreigner, must within six months after the granting of the concession survey the road, and within six months after the completion of the survey must commence the work of construction. The gauge of the road must be exactly 4 feet 8½ inches English measurement, the same as that of the roads now in operation; moreover, the date of commencing the work must be reported to this Board. If the limit of time shall be exceeded and no report be made, the concession shall be canceled, so as to prevent the occurence of such evils as the pretense of raising shares of capital and using this as a pretext for swindling operations. If there should really any extraordinary circumstances arise, report must first be made to this Board, which will make investigation and if it be found that there has really been no deception then the matter of extending the time may be taken into consideration.

ART. XIV. If at any place in any of the Provinces where railways are in construction landowners shall raise the price of land, thus hindering or causing trouble, or if workmen, depending upon numbers, shall constitute a boycott (*i. e.*, probably in order to secure unreasonable wages), it will be permitted the company to make a clear report of the matter to the local authorities, who shall issue a strict proclamation, suppress the disturbance, and prohibit, under severe penalties, all extortionate practices of yamên underlings. It must be known that railways are the foundation of commercial prosperity and profitable transportation, as well as an important enterprise of the Imperial Government. If the said local officials prove unable to give protection and evade their responsibilities, on investigation, if the facts be as reported, they shall be impeached and dismissed.

ART. XV. At present such experts as are needed in surveying for railways, estimating their cost, and superintending the construction are few in China, and it becomes necessary to permit the companies to engage foreign officers, and the local authorities of the places through which they may pass or where they are temporarily residing must use extra care in giving them protection; they must not allow the least unforeseen danger to arise. If the said foreign officers are themselves unmindful of the proprieties and set social restraints at defiance, it is permitted the local authorities to notify the company so that they may be discharged. They must not be screened and pro-

tected improperly by being transferred to some other road to be employed. If their faults be serious it is permitted to report them to this Board, which shall transmit the complaint to the various Consuls concerned. They shall not be allowed to travel or reside in China.

ART. XVI. No matter whether Chinese or foreigners may apply to Viceroys and Governors of Provinces for railway concessions, it will be necessary for the said Viceroys and Governors to make a careful investigation as to whether or not the proposed road will be really of advantage to Chinese commerce or transportation, and whether or not there may be any violation of these present regulations involved in the matter. As soon as they shall report, this Board will take the matter into consideration and deal with it.

ART. XVII. If a company shall get into a quarrel, or there arise any other difficulty affecting the interests of the company, if it be a Chinese one the nearest local official may try and decide the case fairly, thus preventing injustice to either party. If the judgment given does not satisfy, it will be permitted to appeal to this Board, which will consider the case and deal with it so as to give due protection. Should trouble arise between Chinese and foreign merchants, each of the two parties ought to nominate a man to discuss and decide it. If the two arbitrators can not agree in their opinions, they may together nominate a third just and upright man, no matter whether connected with the railway or an outsider, and these together may effect a settlement. The Governments of the two nationalities shall not concern themselves with the case.

ART. XVIII. Railways and mines are two separate concerns and each should be managed in accordance with its own regulations. Those who apply for railway concessions must not demand the right to work mines in connection with them. Formerly, railway companies had regulations for working mines along their lines. It will not be permitted hereafter to quote this as a precedent. If there be no place near from which to obtain a supply of coal, and this causes the company so much trouble that it seems likely to suffer loss, they ought, as occasion may require, to petition this Board, making a clear statement of the circumstances and await our investigation and approval or disapproval. If the application be disapproved, they may not thereafter present any further petition upon the subject. This is to prevent confusion.

ART. XIX. Formerly, the General Bureau of Mines and Railways decided upon a form for making reports. These forms will still be furnished by this Board to each company, which shall at the end of each year carefully fill in all the details required and present the same to this Board for its inspection and to be placed on file.

ART. XX. When application has been made for a railway concession and the same has been granted, the company may at once draw

up a contract. If there should be some items not fully settled, concerning which provisions ought to be made in the contract, it will be permitted to consider them and insert such provisions, but nothing must be inserted which will conflict with these regulations. When the contract is arranged a copy must be made and presented to this Board for its consideration and approval. Only after this is done may it be signed. After the work has been completed, should there be places where it is necessary to establish custom-houses, this Board will consult with the Board of Revenue as to their location and take appropriate action.

ART. XXI. Whenever Chinese or foreign merchants are operating railways, should military matters require the Chinese Imperial Government to transport troops, rations, pay, weapons, or any supplies necessary to the camp, they shall be given the right of way and transported at half rates.

ART. XXII. When a railway is under construction or after the railway shall have been completed, should it be necessary to employ police, it will be permitted to use one or two Chinese to each li of railway, but they will not be allowed to bear arms. If it should be necessary to use soldiers to guard the railway, a petition to that effect must first be presented and this Board will consult with the Tartar Generals, Viceroys, and Governors of the Provinces concerned as to sending such troops; the company must not act upon its own authority. Provisions and pay for such troops must be supplied by the railway.

ART. XXIII. Railways and post-offices are of mutual assistance. All who operate railways ought to carry the mail bags of the Imperial Post-Office. The detailed regulations as to this matter will be drawn up at the proper time.

ART. XXIV. The foregoing articles are the regulations in general for the construction and operation of railways. Matters not definitely decided therein may be set forth in detail at the time when concessions are granted and contracts are drawn up.

No. 58.

BELGIUM.

CONTRACT FOR BUILDING A RAILWAY FROM KAI-FENG FU TO HO-NAN FU.

SIGNED AT SHANGHAI, ——— 1904.

[Translation.]

BETWEEN THE UNDERSIGNED:

1° The Imperial Chinese Railway Company, represented by H. E. Sheng Kung Pao, Director General, duly authorized by the Chinese Government,

2° La Compagnie Générale de Chemins de Fer et de Tramways en Chine, represented by Monsieur Armand Rouffart, its delegated Administrator, provided with full powers,

IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE I.

The Director General of the Imperial Chinese Railway Company H. E. Sheng Kung Pao has asked, in a report, the Chinese Government that a line of railway should be built starting from a point called Yung Tse on the Railway line of the Luhan where the latter crosses the River. From that point eastward to Kai-feng the line will be 170 li long and westward to Ho-nan Fu it will cover 250 li. These two branches of the Luhan to be built by a Belgian party (*groupe*) which will make a Loan to build them.

This proposal was accepted by a decree dated the 30th day of the 10th moon of 25th year of the present reign.

Monsieur Rouffart, the representative of La Compagnie Générale de Chemins de Fer et de Tramways en Chine, has asked us by letter, to undertake this building, and we sent a Chinese official to accompany him in his preliminary study on the ground. After said study, Monsieur Rouffart estimated the probable cost of these two branches at ONE MILLION Pounds Sterling or 25,000,000 francs; and for all other terms the contract from Peking to Hankow are to be followed.

Under date of the 29th day of the 12th moon of the 28th year of the present reign, the Wai-wu Pu wrote to me that I was to discuss the

terms of the contract with Monsieur Rouffart, and it asked me to settle the matter as promptly as possible.

Considering that Monsieur Rouffart has full powers from the Compagnie Générale de Chemins de Fer et de Tramways en Chine to negotiate this business for it, we, Director General of the Imperial Chinese Railway Company, and Monsieur Armand Rouffart representing the Compagnie Générale de Chemins de Fer et de Tramways en Chine, hereby enter into a contract for a loan, the product of which shall be applied to the building of the Railway from Ho-nan Fu to Kai-feng Fu.

Before signing the contract, the Director General of the Imperial Chinese Railway Company has submitted said contract for Imperial Sanction, and it has been approved under date of ———.

This Decree shall form Annex 1 of the present contract. In virtue of the above the Director General, on account of the Chinese Government, makes a GOLD 5% Loan for the sum of 25,000,000 francs or 1,000,000 pounds sterling. This Loan shall be known as the Chinese Government 5% Gold Foreign 1903 Loan (*Emprunt du Gouvernement Chinois 5% or Extérieur 1903*).

ARTICLE II.

This loan shall be represented by 50,000 bonds of 500 francs GOLD each.

These bonds, the text of which is annexed to the present contract (Annex 2), shall be signed in the name of the Chinese Government by the Minister Plenipotentiary of China at Brussels.

They shall be delivered in fractional bonds (*coupons*) of 1 to 2 bonds in such proportion as the Compagnie Générale de Chemins de Fer et de Tramways en Chine may request, the total number not to exceed 50,000; the expense of making these bonds shall be charged to the Compagnie Générale de Chemins de Fer et de Tramways en Chine. They shall bear 5% interest a year on the nominal capital payable in gold.

Interest shall run from the date of payment of the product (of the sale) of the bonds, and shall be payable the 1st January and 1st July of each year.

Coupons which have become due and have been paid, shall be classed in numeric order by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, and at its expense, and it shall then send them to the Imperial Chinese Railway Company at Shanghai to be cancelled. If the returned coupons are lost in transmission, the Compagnie Générale de Chemins de Fer et de Tramways en Chine must publish the numbers of the paid and lost coupons in four different newspapers, and transmit to the Imperial Chinese Railway Company a declaration stating the loss.

ARTICLE III.

The loan shall be redeemed in twenty years counted from the 10th year of issue, by the method of drawing by lots in the offices of the Compagnie Générale de Chemins de Fer et de Tramways en Chine, in accordance with the table annexed to the present contract (Annex 3). The drawings by lots shall take place on the third Wednesday of April in each year. The first drawing shall take place on that date beginning with the tenth year from the date of issue of the loan.

The numbers of the drawn bonds shall be published in four newspapers at the expense of the Compagnie Générale de Chemins de Fer et de Tramways en Chine.

ARTICLE IV.

The bonds drawn by lots shall be paid in gold at their par value on the date on which falls due the coupons following the date of the drawing. Bonds presented for refunding must have attached all coupons still unpaid, and the amount of missing coupons will be deducted from the capital to be reimbursed. Interest on bonds will cease to accrue from the day set for reimbursement. Paid off bonds shall be classified and sent back by and at the expense of the Compagnie Générale de Chemins de Fer et de Tramways en Chine to the Imperial Chinese Railway Company at Shanghai to be cancelled. If these bonds should be lost on the way, the Compagnie Générale de Chemins de Fer et de Tramways en Chine, shall publish the numbers of the paid and lost bonds in four different newspapers, and transmit to the Imperial Chinese Railway Company a declaration stating the loss.

ARTICLE V.

The Chinese Government denies itself the right, before the date fixed for the first amortization, to fix a larger amortization, or to refund the whole loan or to convert it. After that date it shall be free to refund the loan at whatsoever time it chooses before the dates of payment, and the refunding made all contracts shall be declared annulled.

ARTICLE VI.

Coupons and bonds shall be paid off in francs in the office or offices entrusted with the management of the loan.

ARTICLE VII.

Interest payment and the reimbursement of the bonds provided for in the present loan shall be guaranteed by the gross revenues of the Imperial Chinese Government.

Furthermore in virtue of the authorization already granted by the Chinese Government, and in accord with it, the Imperial Chinese

Railway Company, declares that it makes a preferential assignment in favor of the payment of interest and of the capital of the present loan, and that it cedes and assigns in favor of said obligations, all the net receipts of the line from Kai-feng Fu to Ho-nan Fu, after the regular payment of all expenses of management and operating, the whole as elsewhere indicated in an operating treaty concluded between the Imperial Chinese Railway Company and the Compagnie Générale de Chemins de Fer et de Tramways en Chine, said treaty being annexed to and forming an integral part of the present contract. This assignment is made exclusively and irrevocably until complete redemption of the bonds of the present contract.

ARTICLE VIII.

After auditing and noting the net receipts, the Imperial Chinese Railway Company shall direct the Compagnie Générale de Chemins de Fer et de Tramways en Chine to deposit these funds in a bank to be chosen by common consent. This bank shall convert into GOLD, in accordance with the provisions stipulated in the contract made between the Bank, the Imperial Chinese Railway Company and the Compagnie Générale de Chemins de Fer et de Tramways en Chine, and to the best advantage of the Imperial Chinese Railway Company, the sums paid it, and up to the full amount needed to insure the service of the loan at the next semi-annual payment.

These deposits shall continue to be made until the sum needed for the integral service of the loan on the following date of payment has been realized in GOLD, and in such manner that said service is insured at least three months before the date of the semi-annual payment.

The bank designated for the receipt of these sums shall use them to the best advantage of the Imperial Chinese Railway Company. The account in which these sums shall be carried shall be charged twenty days before the date of payment with the sums needed for the service of the loan, interest, amortization, money expenses, difference of exchange and the commissions provided for by the present contract.

ARTICLE IX.

The bank in which shall be deposited the loan funds shall have the right without further authorization to levy on said funds on deposit the amount of the coupons to be paid during the construction period; but it shall advise the Director General as these payments are made.

ARTICLE X.

To insure the guarantee just given to the bonds of the present contract, the Imperial Chinese Railway Company grants these bonds a special first-class guarantee on the Railway from Kai-feng Fu to Ho-nan Fu, on its fixed and rolling stock and its receipts.

This special assignment is accepted in the name of the bondholders by the Compagnie Générale de Chemins de Fer et de Tramways en Chine. In case of non-fulfillment of the obligations assumed by the Imperial Chinese Railway Company in the present contract, the Compagnie Générale de Chemins de Fer et de Tramways en Chine shall have full power to take such action against said property as may result from this special assignment, and in that case, the provisions of the operating treaty hereto annexed, must always be strictly observed.

ARTICLE XI.

The preceding provisions do not conflict with the personal responsibility of the Chinese Government concerning the present loan, as said responsibility is specified in Article VII.

Consequently the Imperial Chinese Government pledges itself to make up the sum necessary for the service of the loan in GOLD, in case the sums derived from the net revenues of the line from Kai-feng Fu to Ho-nan Fu and paid in by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, entrusted with this management by the Imperial Chinese Railway Company, to the bank chosen, should not produce after conversion into GOLD and three months before the date of the following semi-annual payment, an amount sufficient to insure said service.

In this case, and on demand made it, the Imperial Chinese Government shall be bound to put at the disposal of the Compagnie Générale de Chemins de Fer et de Tramways en Chine sixty days before the following semi-annual payment falls due, in GOLD or in securities of sufficient amount to produce it in GOLD, the sum stated to it as being needed to make up said service.

ARTICLE XII.

From the sums derived from the deposits by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, entrusted with that duty by the Imperial Chinese Railway Company, or from the supplementary sums paid by the Chinese Government, the Compagnie Générale de Chemins de Fer et de Tramways en Chine shall, in proper season, place at the disposal of the firms entrusted with the management of the loan, the amounts necessary therefor according to the needs as determined during the preceding half year.

ARTICLE XIII.

The Imperial Chinese Government will pay to the firms entrusted with the management of the loan, a commission of ¼ % that is to say 25 francs for 10,000 francs on the amount of the coupons paid, and a commission of ¼ % on the amount of bonds drawn by lots or redeemed

under anticipated refundings. The amount of this allowance shall be settled every six months; and, in case of insufficiency, it will be paid at once by the Imperial Chinese Government.

ARTICLE XIV.

The Imperial Chinese Government binds itself to respect and cause to be respected the privilege provided for in favor of the bonds under Article IX of the present conventions, and to hold free of all Chinese taxation whatsoever the bonds and coupons as well as all operations whatsoever connected with the management (*service*) of the loan. The preceding (provision) concerns the bonds and coupons of the loan and the operations relating to the management of the loan, and which shall be exempt from all taxation. But the taxes now in force in China such as land rent and the taxes which the Chinese Government may impose hereafter, such as a stamp tax levied on the general commerce of China, the Railway provided for in the present contract and its traffic shall bear them. It being understood that no exceptional law shall be passed for the Railway in question, and that the rule which shall be applied to it shall be that of all Chinese Railways.

ARTICLE XV.

Coupons which have not been presented for cashing within five years after the date on which they fall due, shall be lost by limitation (*prescrits*) in favor of the Imperial Chinese Government. The limit of time shall be of 30 years in case of redeemed bonds.

On the death of any bondholder of the present loan, the bonds shall be transferred and shall belong to the heirs, in conformity with the inheritance laws in force in the country of the bondholder.

Payment of coupons and refunding of bonds shall take place in time of peace and in time of war to the holders whether they be subjects of friendly states or of hostile ones. In case of loss, theft or destruction of bonds of the present loan, the Imperial Chinese Government will authorize the Compagnie Générale de Chemins de Fer et de Tramways en Chine to replace the bonds by new ones at its own expense, whenever it shall have satisfactory evidence of the loss or destruction of the bonds and title deeds (*des titres et des droits*) of the claimants.

ARTICLE XVI.

The Imperial Chinese Government through its representatives, shall at once take steps and shall furnish the necessary documents to secure the official listing (of the bonds) in the Bourses of the capitals of Europe.

ARTICLE XVII.

The whole amount of the present loan amounting to twenty five millions of francs, represented by 500,000 bonds of 500 francs each,

possession to be had from the date of payment, is bought outright (*pris ferme*) by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, at the price of 90%, that is for the sum of twenty two millions five hundred thousand francs.

If on the date of issue, the bonds for the loan for the Hankow-Peking Railway should be quoted below 482.50 francs inclusive of the interest payable (*en tenant compte de la jouissance*) the two contracting parties would have the right to cancel the present contract.

ARTICLE XVIII.

The Compagnie Générale de Chemins de Fer et de Tramways en Chine will deposit the full amount of the proceeds of this purchase in the banks designated by it after agreement with the Director General of the Imperial Chinese Railway Company, on delivery of the 50,000 bonds bought outright (*achetées fermes*).

The sum needed for the building of a fixed length of line shall be transferred to Shanghai and deposited in such bank as is mutually agreed upon.

This bank shall convert into taels the sum in accordance with the instructions of the Director General of the Imperial Chinese Railway Company. A sum on the available proceeds of the loan, at least $\frac{1}{10}^{th}$ of the proceeds of the conversion into taels, shall be deposited in a bank in China, to be chosen by the Director General of the Imperial Chinese Railway Company, and under his sole responsibility, and this deposit shall be applied to expenses at such times as the rates for the conversion of European values into taels may be unfavorable. It being well understood that the depository establishments shall only be required to deliver these sums under the conditions and limitations mentioned in Article 20 here below.

The depository bank shall use the sums available in the most advantageous manner for the Imperial Chinese Railway Company, in the same manner as the available funds deposited in foreign banks shall also be made to produce interest.

ARTICLE XIX.

The construction work for the whole of the line shall be under the direction of the chief engineer chosen by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, entrusted with this work by the Imperial Chinese Railway Company and for its account.

The chief engineer shall prepare all studies, plans, tracings, estimates for the whole of the line, he shall direct the carrying out of all works and shall order the materials, tools and supplies necessary to insure the regular working of the line. Nevertheless all these operations must be submitted for the approval of the Director General of the Imperial Chinese Railway Company.

As the line from Kai-feng Fu to Ho-nan Fu is a feeder (*confluent*) of the Luhan, the width of the rails and the general methods of operating must be the same as on the Luhan.

With the exception of the supplies of material and the expenses of all kinds duly authorized by an act signed by the Director General of the Imperial Chinese Railway Company and paid at Brussels, the Imperial Chinese Railway Company shall place at the disposal of the Compagnie Générale de Chemins de Fer et de Tramways en Chine from the proceeds of the loan, the sums necessary to make, without any exceptions, all necessary payments for the carrying out of the works, the salaries of the staff under its orders, and in general, for all expenses of whatsoever kind. But these payments must always be previously approved by the representatives of the Director General.

After the signing of the present contract, the Imperial Chinese Railway Company directs the Compagnie Générale de Chemins de Fer et de Tramways en Chine to choose an engineer with experience in construction work who shall direct the construction of the line and prepare studies, plans, tracings, and specifications for the whole line, and the whole shall be submitted for the approval of the Director General of the Imperial Chinese Railway Company. Said chief engineer shall be appointed, on recommendation of the Compagnie Générale de Chemins de Fer et de Tramways en Chine, by the Director General of the Imperial Chinese Railway Company, to whom he is directly responsible.

The Director General of Chinese Railways shall fix the amount of his salary, after agreement with the Compagnie Générale de Chemins de Fer et de Tramways en Chine.

The chief engineer shall prepare a tabulated plan of the European staff necessary for the building, and shall submit it for the approval of the Director General of the Imperial Chinese Railway Company. This staff shall be engaged by the Compagnie Générale de Chemins de Fer et de Tramways en Chine, which shall put it under the order of the chief engineer.

As regards the Chinese staff whether technical or other, the Director General of the Imperial Chinese Railway Company reserves to himself the right to choose it, and to put it under the orders of the chief engineer. No Chinese or European employé shall be engaged without the assent of the Director General of the Imperial Chinese Railway Company. It is understood that Chinese subjects who have made special studies or who have acquired sufficient practical knowledge, may be presented by the Director General of the Imperial Chinese Railway Company to the chief engineer, who shall employ them on the works under the same conditions as European employés. As to the technical service, the Chinese staff as well as the European staff shall be under the direct orders of the chief engineer. But the Director General

reserves the right to demand the instant dismissal of any agent of whatever nationality on condition that the demand for dismissal is based on serious reasons.

The Director General likewise reserves the right to depute on the works a special Representative with full powers. The salary of said Representative, as also the running expenses of the head office at Shanghai shall devolve on the Kai-feng Fu to Ho-nan Fu railway concern.

Orders for materials, tools and furniture for the construction of the line and for its orderly working, shall be submitted through the chief engineer to the Director General for approval.

Orders as well as contracts for work shall be drawn up, after mutual agreement, by the chief engineer and the representative of the Director General.

Statements of the sums paid for supplies of materials and expenditures of every description settled in Europe shall be sent with all vouchers and explanatory documents to the Imperial Chinese Railway Company every three months.

Every month the chief engineer, in agreement with the Imperial Chinese Railway Company, shall request the bank in which are deposited the loan funds, to pay the amount necessary for the general expenses of the undertaking during the month following, to an agent chosen by the Director General of the Imperial Chinese Railway, and against receipt duly signed by the latter and under the responsibility of the Director General of the Imperial Chinese Railway Company. This agent shall not surrender any of the funds except under the signature of both the chief engineer and the representative of the Director General.

The Compagnie Générale de Chemins de Fer et de Tramways en Chine shall not therefore be obliged to meet any expense for the building out of its own money.

Said Company shall endeavor to finish the work on the line within two years from the date on which the Railway from Hankow to Peking shall be opened to traffic as far as the Yellow River, because materials will then be easily transported.

It is well understood that the Imperial Chinese Railway Company will not pay the expenses of the office in Brussels, except the necessary expenses for the studies, orders, receipt of materials, living of staff; consequently the personal expenses of the directors, allowances (*indemnités*), etc., will continue to be chargeable to the Compagnie Générale de Chemins de Fer et de Tramways en Chine.

Article XX.

The price paid for the above mentioned bonds being exclusively assigned to the building of the railway from Kai-feng Fu to Ho-nan Fu, the Compagnie Générale de Chemins de Fer et de Tramways en

Chine, or the bank having received the deposits, would have the right not to give up these funds in case one of the deposits should not have been applied as provided for, and also in case the delegates of the Compagnie Générale de Chemins de Fer et de Tramways en Chine were not enabled by the Imperial Chinese Railway Company to continue the direction of the construction works.

The balance on hand, if any should exist after the completion of the works, shall be held subject to the order of the Imperial Chinese Railway Company. After the completion of the works and the organization of traffic, if the funds of the issue should still show a (credit) balance, said balance shall be paid in full to the Imperial Chinese Railway Company, who shall remit it to the Chinese Government.

If the loan provided for in the present contract should not be enough to finish the line or to organize traffic, the Compagnie Générale de Chemins de Fer et de Tramways en Chine is authorized by the present (contract) to make a further loan on the same terms as in the present contract without being obliged to make a new contract.

ARTICLE XXI.

Within nine months following the date of the signing of the present contract, the Compagnie Générale de Chemins de Fer et de Tramways en Chine shall buy outright from the 50,000 bonds a first lot for 12,500,000 francs at the price of 90%, for the purpose of building the first portion of the line. The balance of the issue, or 12,500,000 francs, for the building of the second section of the line, shall be taken at the same price and in one or two installments by (public) subscription or otherwise. But it remains well understood that the expense of issuing the loan falls on the Compagnie Générale de Chemins de Fer et de Tramways en Chine.

If the Compagnie Générale de Chemins de Fer et de Tramways en Chine should begin simultaneously the building of both sections of the road on either side of the Luhan line, it shall have the right to make but one issue for the whole loan.

ARTICLE XXII.

Preliminary studies of the line after the signing of the present contract are at the expense of the Imperial Chinese Railway Company, and are to be provided for out of the loan funds. Said studies of the line shall be provided for from the revenues derived from the loan, and they shall begin on the section running from Kai-feng Fu to the junction with the Hankow-Peking line. They shall afterwards be made over the other sections. From the Luhan junction to Ho-nan Fu will constitute the second section.

The proceeds from the first purchase of bonds shall be applied to the building of the portion of line from Kai-feng Fu to the Luhan junction.

The preliminary studies shall begin within nine months from the date of signing the present contract.

The Compagnie Générale de Chemins de Fer et de Tramways en Chine shall deposit one million francs to the order of the Imperial Chinese Railway Company. This sum is considered as an advance on the loan for the Railway from Kai-feng Fu to Ho-nan Fu, and is to be specially devoted to expenses for study of the line.

The depository bank shall not surrender this sum except in accordance with the provisions of Article XX of the present contract.

This advance shall produce an annual 6% interest without rate of issue,[a] but it shall be refunded with the proceeds of the first sale of 12,500,000 francs, which must be issued within nine months from the signing of the present contract; a portion of the proceeds of this sale will be used to refund the advance first made.

ARTICLE XXIII.

Should the Compagnie Générale de Chemins de Fer et de Tramways en Chine finish satisfactorily the work for the Railway from Kai-feng Fu to Ho-nan Fu, complying strictly with all the provisions of the present contract, and should the Chinese Government decide to extend the railway from Ho-nan Fu to Si-ngan Fu, the Director General of the Imperial Chinese Railway Company agrees to come to an understanding preferably with and to grant an option for the loan necessary for said undertaking to the Compagnie Générale de Chemins de Fer et de Tramways en Chine, in conformity with the provisions and conditions of the present contract.

ARTICLE XXIV.

The present contract shall only be binding on the Compagnie Générale de Chemins de Fer et de Tramways en Chine if it is assumed that, exclusive of what may be furnished and produced in China, and bought at the same prices as the European product delivered in China, the total amount of materials and supplies necessary for the building and operating of the railway from Kai-feng Fu to Ho-nan Fu will be asked of and ordered from the Compagnie Générale de Chemins de Fer et de Tramways en Chine, which will fill these orders under the best possible terms.

The carrying out of this provision of this contract by the Imperial Chinese Railway Company will be proven by the orders for materials for each of the sections of line undertaken.

Orders from the Compagnie Générale de Chemins de Fer et de Tramways en Chine will be free from all duties or from likin on importation or in transit across Chinese territory.

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[a] i. e., on its par value, presumably.

If proof of the granting of this franchise is not forthcoming before the end of the month following the date on which the Belgian Government should inform the Compagnie Générale de Chemins de Fer et de Tramways en Chine that it has received notification concerning Article XXVIII, said Company reserves the right not to consider itself bound.

It reserves the same right if extraordinary events should take place, such as a war, or if there were absolute impossibility to secure subscribers for the bonds.

Should on its side the Compagnie Générale de Chemins de Fer et de Tramways en Chine not fulfil within the given delays the obligations it has assumed by the present contract, it shall become annulled. The Imperial Chinese Railway Company would be at liberty to enter into contract with whomsoever it chose, and to give up the services of the chief engineer.

It is expressly agreed that the works and mines under the control of H. E. Sheng Kung-Pao shall have a preferential right for all orders necessary for the building and operating of the railway which is the object of the present contract. The word preference applies to equality of specifications and prices including transportation, as if the orders had to be filled abroad and delivered in China.

All orders made in China shall be free of duties and of likin on Chinese territory.

ARTICLE XXV.

In case of disagreement between the Compagnie Générale de Chemins de Fer et de Tramways en Chine or its delegates and the Imperial Chinese Government or the Imperial Chinese Railway Company, such conflicts or disagreements shall be settled by the decision of a member of the Ministry of Foreign Affairs and the Minister of Belgium in China. In case of non-agreement, the third arbitrator shall be the Dean of the Diplomatic Body at Peking.

ARTICLE XXVI.

Should the Minister of Belgium request the Chinese Minister of Foreign Affairs, the latter shall be bound to give cognizance of the title (*notifier le titre*) to the Minister of the foreign country mentioned to him as subscribing to the issue of bonds. The present contract is drawn up in triplicate, one copy for the Chinese Government, one for the Imperial Chinese Railway Company and the third for the Compagnie Générale de Chemins de Fer et de Tramways en Chine.

In case of doubt or disagreement, the French text alone shall be authoritative in interpreting the present contract.

The present contract shall be submitted through the proper channel for the Imperial Sanction, and when that shall have been obtained, the Minister of Foreign Affairs shall notify, by official despatch, the

Representative of Belgium at Peking, and in case of necessity, the Representative at Peking of the foreign country to whom the title shall be notified.

ARTICLE XXVIII.

The Compagnie Générale de Chemins de Fer et de Tramways en Chine has been organized at Brussels the 26th March, 1900, under Belgian law (*régime belge*) and with Belgian capital.

The Imperial Chinese Railway Company only recognizes for the purposes of the present contract the above mentioned contracting Belgian Company, which shall never have the right to transfer the present contract to other nations nor to persons of another nationality than Belgian.

ARTICLE XXIX.

The present contract includes the right to build little branch lines from the line from Kai-feng Fu to Ho-nan Fu for the purpose of securing traffic and establishing useful relations. These branch lines shall only be built after agreement with the Director General and the Governor of Ho-nan and in accordance with plans approved by them.

Done at Shanghai, ———

27938—04——26

No. 59.

FRANCE.

MEMORANDUM ON RAILWAY AND MINING CONCESSIONS SECURED BY FRANCE AND FRENCH COMPANIES IN CHINA.[a]

[Translation.]

I. Provinces of Chih-li, of Hu-peh and of Ho-nan.

LINE FROM PEKING TO HANKOW.

The Société d'études de chemins de fer en Chine, a Franco-Belgian syndicate in which the French element is represented by the big financial establishments of Paris and the big metallurgical industries of France has received a concession for a railway from Peking to Hankow. The two contracts relating to this line, for a loan and for operating, are dated the 26 June 1898. The line will have an extension of about 1,250 kilometers. It is being built and will be operated by the Société d'études for the mutual profit and equal advantage of the French and Belgian parties.

The loan to be floated is 112,500,000 francs. It has been agreed that the French financial share shall be three fifths, that of Belgium two fifths. A first issue of 133,000 bonds of 500 francs 5% was made at Paris and Brussels on April 19, 1899. 226,800 bonds were subscribed for, 190,800 at Paris and 36,000 at Brussels. The product of this first issue will suffice to build 500 kilometers of which 300 in the north and 200 in the south, and which will be soon finished. 150 kilometers in the north are already being operated. The building of the remainder will be seen to by a second issue as soon as circumstances permit of it.[b]

The Société d'études has secured the right to work mines along the line and to make, for the use of these, branch lines.

A branch company has been organized under the name of "Société franco-belge de recherches minières en Chine" to work these mines.

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[a] French Yellow Book, *Chine, Juin–Octobre 1900*, pp. 23–27.

[b] For contracts for this line, see *supra*, No. 34. pp. 225–245.

II. Province of Shan-hsi.

LINE FROM TAI-YUAN-FU TO CHENG-TING-FU.

The concession for this line was provided for by a contract between the Bureau of Commerce of the province of Shan-hsi and the Russo-Chinese Bank, said contract being approved by the Chinese Government May 21, 1898.

The length of the line is 246 kilometers from Tai-yuan-Fu to Cheng-ting-Fu where it will join the railway from Peking to Hankow. The line will open the very rich coal field of Ping-ting, and its exploitation should be remunerative. The concession contemplates the extension of the Tai-yuan-Fu line to the southwest. The system as above will measure from 500 to 600 kilometers and will be worth about 60 millions.[a]

The French group in the Russo-Chinese Bank is entrusted with working this concession.

III. Provinces of Shen-hsi and of Ho-nan.

A Franco-Belgian syndicate secured, the 6 December, 1899, a concession for a line along the course of the Yellow river from Kai-feng-Fu, capital of Ho-nan—a future station on the Hankow-Peking line, to Ho-nan-Fu, with future extension toward Hsi-an-Fu, capital of Shen-hsi.[b]

IV. Province of Hu-peh.

The "Syndicat d'études industrielles et de travaux publics en Chine," secured in the month of March 1896, a concession of the anthracite coal beds of Ainantzu, near Tsé-kiu.

V. Province of Kiang-su.

The same syndicate has secured, in the month of December 1898, the concession of the coal beds of Yuan-shan, near Nanking.

VI. Province of Che-kiang.

A local railway from Husé to Kiang-nan, near Hang-chou, at the southern end of the Grand Canal has also been conceded in the month of February 1898, to the "Syndicat d'études industrielles et de travaux publics en Chine."

VII. Province of Ssŭ-ch'uan.

COAL AND IRON MINES.

Following the researches of the Lyons mission to China, some capitalists and manufacturers had founded in 1897, under the name of

[a] For agreement concerning this line, see *supra*, No. 41, pp. 309–316.

[b] For contract, see *supra*, No. 58, pp. 389–401.

"Syndicat franco-chinois de Tchung-King" a company for working the mineral wealth of Ssŭ-ch'uan. This company sent to Chung-king as its representative, M. Duclos, engineer, a former member of the Lyons mission, who in 1899 made a contract with the provincial Administration ceding to the syndicate the working of mines of coal and iron in different localities in the province. A capital of 10 million taels is provided for the working of these concessions, with faculty of raising it by installments.

PETROLEUM DEPOSITS.

The Bureau of the province of Ssŭ-ch'uan has given to a french company, the "Société française d'explorations minières en Chine," the right to prospect in this province for petroleum deposits which are believed to be very rich. This concession will necessitate a final exploitation contract for which purpose a French company will be organized.

ORE DEPOSITS.

The French consulate at Chung-king secured in the month of July 1899, from the Mining Bureau of Ssŭ-ch'uan, the signing of a contract under which it cedes to a company to be formed with French and Chinese capital the working of ore mines (gold, silver, copper, lead and iron) in the Tien-shan and Ma-kung districts.

VIII. Province of Kuei-chou.

QUICKSILVER MINES.

By two contracts of March 17 and June 26, 1898, the Chinese Government has granted the "Société française d'explorations minières en Chine" the concession for working the quicksilver, coal and iron mines of the province of Kuei-chou and the works and blast furnaces of Tsing-ki. This Company has ceded its rights to the "Compagnie anglo-française des mercures et concessions minières du Koueï-Tcheou" organized with a capital of 7,750,000 francs.

Three-fifths approximately of the bonds which were issued in March 1899, are held by French.

The enterprise is running at present.

IX. Province of Yün-nan.

RAILWAY FROM LAOKAY TO YÜN-NAN HSIEN.

By a convention of the 9–10 April, 1898, the French Government secured for itself or for the Company chosen by it, the right to build a railway from Laokay (frontier of Tongking), to Yün-nan Hsien (450 kilometers), and a law of December 25, 1898, authorized the Government of Indo-China to grant a guarantee of interest to the Company which might become the grantees of this line.

In conformity with this law, the Governor General of Indo-China signed the 15 June 1901, with a syndicate of the principal financial houses of Paris, a convention for the building of the railway from Laokay to Yün-nan Hsien and for the working of the whole line from Haiphong to Yün-nan Hsien.

This convention was ratified by a law of July 5, 1901.

The principal provisions of the convention are the following:

The syndicate agrees to organize, within three months from the date of the passage of the law approving the convention between the Government of Indo-China and it, a stock company with a capital of 12,500,000 francs, to work the line from Haiphong to Laokay which is to be built by the Government of Indo China, and for the purpose of building itself and working the railway from Laokay to Yün-nan Hsien. The company will receive from the colony a subvention of 12,500,000 francs and also a guarantee of three millions of francs payable during 75 years, for the bonds which it shall have issued for the purpose of building the railway.

Last July (1901) the "Compagnie française des chemins de fer de l'Indo-Chine et du Yunnan" was organized, and the bonds have just been issued.

For the purpose of building the line from Laokay to Yün-nan Hsien, the company has negotiated with the "Régie générale des chemins de fer" and the "Société de construction des Batignolles," which have formed for this purpose the "Société de construction de chemins de fer indo-chinois" with a capital of 4 million.

The "Société de construction" has sent during the present month (October, 1901), survey parties to Yün-nan for the final study of the line.[a]

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[a] The London *Times* of November 20, 1903, contains the following statement concerning the Lao-kai-Yün-nan Hsien railway:

"The conditions for the construction of the French Yun-nan Railway agreed upon by M. Dubail and the Wai-wu-pu on October 28 (1903) are 34 in number and comply with the terms of the notes exchanged by M. Dubail and the Tsung-li-Yamên on April 9 and 10, 1898, when France was accorded a concession to construct a railway from the Tongking frontier to Yun-nan city. The railway will extend from Ho-kou, near Lao-kai, on the frontier, via the treaty port of Meng-tsze to Yun-nan city; and when it is completed France can arrange with China for the construction of branch lines. The gauge is to be 1 metre; work may begin at various points simultaneously; and all machinery and materials required for the construction will be admitted duty free. China retains full sovereign rights over the line, which in the event of China's being at war will not be considered neutral, but be placed under Chinese orders. China undertakes the sole responsibility of policing and protecting the railway, and on no account can the railway ask for the assistance of foreign troops. The general superintendent, the deputy superintendent, and the technical staff may be French, the final decision on all technical matters being vested in the general superintendent. China grants all Government land free, but private property must be purchased. The railway gives the facilities desired by China for the carriage of Imperial mails and safeguards all geomantic prejudices. There is to be no Chinese Government guarantee; the period of the concession is eighty years."

X. Province of Kuang-tung.

RAILWAY FROM PAKHOI TO THE SI-KIANG (WEST RIVER).

In the month of June, 1898, the French Government secured from China a promise that only a French or Franco-Chinese Company should have the right to build a railway from Pakhoi to a point to be determined on the Si-Kiang, and, generally speaking, railways with Pakhoi as a starting point.[a]

In December 1899, on the occasion of the delimitation of said territory at Kuang-chou Wan, the French Government secured from China a concession for a railway uniting a point on the bay of Kuang-chou to a point to be chosen on the east coast of the peninsula of Lei-chou in the neighbourhood of On-pu.

At the same time, the Chinese Government took the engagement to concede to a Franco-Chinese company the mines in the prefectures of Kao-chou, Lien-chou and Lei-chou.

XI. Province of Fu-kien.

ARSENAL OF FU-CHOU.

The French Government signed October 11, 1896, with the Chinese Government a contract for the sending of a French mission for the purpose of reorganizing the naval arsenal of Fu-chou. The contract provided also for the working, for the use of the arsenal, of the deposits of ores in the province.[b]

The French mission, under the direction of M. Doyère, naval constructor, has been pushing its work since about five years.

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[a] See *supra*, No. 38, p. 280.

[b] See *infra* No. 60, p. 407.

No. 60.

FRANCE.

MINING CONCESSIONS IN FU-KIEN PROVINCE.

(1) AGREEMENT BETWEEN THE HUA YU COMPANY AND THE COMPAGNIE D'ORIENT (TA TUNG CO.)[a]

ARTICLE 1.

The Chinese Government, has on the Memorial of the Viceroy of the Min-Che Provinces, authorized the Hua Yu Co. to undertake mining operations in the three Prefectures of Kien-ning Fu, Ting-chou Fu, & Shao-wu Fu, and has further authorized the said Co. to enter into an agreement with the Compagnie d'Orient for the purpose of raising capital and working the mines. The right of prospecting and selecting sites for operations (in the above districts) is granted exclusively to the Hua Yu Co. No other Company must interfere with them in any way.

ARTICLE 2.

The Compagnie d'Orient desire to enter into agreement for the formation of a branch company, in the management of which French Directors are to have a majority. In accordance with the terms of the agreement already made with the Ying Tu Bank when any work is about commenced, the said Board must in every case be consulted. If the Bank is unwilling to lend its support, then recourse may be had to another French Bank. This branch company is to provide funds for the expenses of prospecting, and upon the signing of this agreement will send Surveyors to the places where it is proposed to mine. A period of three (3) years will be allowed for experimental work, on the expiry of which term, if the company has not decided on a Mining field, the right to mine will be given to another company. The three years term will run from the date of signing this agreement. When the Surveyors have sent a report to the branch company and the latter find that a mine can be profitably opened, then a mining company will be formed—One or more according to the number of mining fields. The majority of the shares of these Mining companies must be held by Chinese merchants. The profits are to be

[a] This and the following agreement were entered into in the latter part of 1903.

distributed fairly among foreigners and Chinese alike, without favoring one party or the other. When the Branch Company has fixed upon a mining site a period of one year will be allowed for beginning work. If work is not begun within that time, then another Company must be allowed to undertake it.

ARTICLE 3.

The Hua Yu Co. will hand over to this mining Co. the mine selected by the Branch Company for working, and will also establish works. Offices and warehouses for storing the products of the mines. In addition it will build a short branch railway to the nearest navigable waterway for the following special purposes, viz: To transport mining plant, to facilitate the deepening of rivers and streams that boats may more easily pass, and to maintain communication between the operatives employed at the mines. These undertakings must be carried out in accordance with the detailed agreement made by the Hua Yu Co. with the Board of Mines: there must be no violation of it. The Compagnie d'Orient will undertake the engagement of experts to conduct the minining operations, contracts for the purchase of plant and the sale of mining produce. All posts in connection with the mines are to be filled by Chinese, when the latter are competent; and the Foreign experts must carefully instruct them so that they may become thoroughly conversant with every description of mining work. The Bureau of Mines may from time to time enquire into the work accomplished and may depute Officials to inspect the works.

ARTICLE 4.

The Mining company of each locality must divide its capital into so many ordinary shares and so many debenditures. Whenever a Mining Co. is formed to mine any particular place the Hua Yu Co. will be entitled in the first place to receive five (5) per cent of the shares free of cost, one half of which they will deliver to the Foochow Bureau of Mines free of cost, or cash for the value of the shares if the Bureau should desire ready money. These shares or the cash value for them must be sent into the Bureau according as each local mining company is formed. When the Mining companies shares are issued, the Hua Yu Co. will in addition be entitled to receive forty (40) per cent of the debentures, for future working expenses. On receiving this Forty (40) per cent actually delivered, the Hua yu Co. will retain the amount due to them and the Mining taxes due, that is to say, the eight (8) per cent, and twenty five (25) per cent on the "Debentures" which are due from the Mining Company are to be paid according to the terms of the agreement with the Viceroy. The Customs duties are not included.

ARTICLE 5.

After deducting from the gross profits all expenses, three appropriations will be made, Viz: 1. Interest at the of 7% for each working year, on the shares of the Mining Co. the year to be reckoned from the date of payment, and the interest to be cumulative: 2. Ten % of the balance of the profits to go towards paying off the capital, which is to be appreciated ten per cent of the original amount: 3. A sum of say 10 per cent to create a fund for increasing or renewing the plant. The net profits after these deductions are to be divided equally amongst the holders of "Debentures."

ARTICLE 6.

The mines, buildings, roads, bridges, plant and mining produce are hypothecated as security for the payment of interest on the share capital as a first claim.

ARTICLE 7.

The Hua Yu Co. assigns its interest to the Mining Co. for a term of 50 years, on the expiry of which term the mines with all works, bridges, roads, telegraphs and telephones Etc. appertaining to them shall revert to the Hua Yu Co. that the latter may carry out their agreement with the Viceroy.

ARTICLE 8.

The Mining Co. shall submit accounts every three months and at the end of every year each company shall besides submit a general detailed account to the Bureau of Mines and also to the Hua Yu Co. Both the Bureau of Mines and the Hua Yu Co. are at liberty to send officials from time to time to inspect the mining operations as well as the works and buildings Etc.

ARTICLE 9.

The Viceroy must be requested to sanction this agreement, and to promise to protect the Mining experts who are sent to make surveys, and the engineers who superintend the mining operations. When Surveyors are sent into the country the Bureau of Mines must depute a military escort to secure them from molestation. The expensess of the official and of the military escort will be defrayed by the Ta Tung (Compagnie d' Orient) Branch Company.

ARTICLE 10.

The Compagnie d' Orient undertake to abide in every respect, and without any divergence, by the terms of the Mining agreement which the Hua Yu Co. have made with the Viceroy. As regards the amount

of the taxes due by the Compagnie d' Orient on account of each mine worked by them, the said company must declare that they consent in every respect to abide by the regulations drawn up by the Chinese Foreign Office and the Board of Railways and Mines and sanctioned by the Throne.

ARTICLE 11.

If the Campagnie d' Orient Branch Co. does not within three years lay before the Bureau of Mines and the Hua Yu Co. a sketch map with explanatory notes showing the situation of the mines it is desired to work, with the railway and other similar works in connection therewith, then this agreement will be null and void.

ARTICLE 12.

This agreement is to be executed, as is customary, in both Chinese and French, and in quadruplicate. One copy bearing the Official seal, to be filed at the Bureau of Mines, one copy at the French Consulate, one to be delivered to the Hua Yu Co. and one to the Compagnie d' Orient. In case of doubt or error, the French text is to prevail.

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(2) AGREEMENT FOR JOINT MINING OPERATIONS BY NATIVES AND FOREIGNERS OF FU-KIEN PROVINCE, IN THE THREE PREFECTURES OF KIEN-NING, TING-CHOU, AND SHAO-WU.

ARTICLE 1.

The Viceroy of the Min-Che provinces being desirous of developing the mines of Fu-kien, has created a Bureau of Mines, with officials at the head of it, whose duty it is to devise methods for profitably exploiting the mines in the three prefectures of Kien-ning, Ting-chou and Shao-wu. With this object in view the Bureau has invited the Hua yu Co. and the Cie d' Orient to raise capital.

The issue of shares both to foreigners and natives is to be under the supervision of the Bureau. The purchase of land, through the agency of the Chinese officials will be the special province of the Hua yu Co.

Foreigners who hold shares will be entitled to satisfy themselves regarding the profits declared on the shares but must not concern themselves with the control of the company. The Cie d' Orient will have exclusive direction of the actual mining operations, and will be allowed a period of three years to prospect in the above mentioned districts. However many sites the company selects, they will have the right to work them. On the expiry of this term, another company may be granted the right of selecting and working the sites not selected by the Cie d' Orient. When the Cie d' Orient has decided on a sight, a term of one year will be allowed: if work is not begun within that time, their rights may be transferred to another company.

ARTICLE 2.

The Hua yu Co. has made a separate agreement with the Cie d' Orient for the purpose of raising money and floating a Company. The Hua yu Co. agrees to provide in the meantime a sum of $80,000 for the acquisition of land, and the Cie d' Orient a sum of 7,400,000 for the expenses of opening and working the mines. Both these sums are for preliminary expenses. When actual mining sites have been determined on, as each centre is selected, the amount of capital required will be calculated and shares offered to natives and foreigners. In the allotting of shares the majority will be sold to Chinese—if the latter are able to buy them, and natives and foreigners will enjoy equal rights and advantages without favour to one party or the other.

ARTICLE 3.

When this agreement is sanctioned, and before the exploitation of the mines, the Cie d' Orient will send foreign superintendents or mining engineers to explore and examine the mining fields. The Bureau of Mines will send an official to accompany them.

ARTICLE 4.

When the Cie d' Orient have carried out their surveys and investigations, they must make a sketch map with explanatory notes showing clearly what mines they wish to work, and the map will be forwarded to the Bureau of Mines by the Hua Yu Co. The Bureau will report to the Viceroy who will apply for the Imperial sanction. If the mining sites are the property of private individuals, or held in common by several persons (as ancestral temples, and such like) the Hua yu Co. must come to terms, by leasing or buying, with the owners, before they can begin work. Where mines are already worked by Chinese, the Cie d' Orient must not encroach on their property; but if the former wish to sell their interest, the Hua yu Co. can treat with them for a transfer of their mines. If the Hua yu Co. cannot come to an understanding with the owners of the property, whether individual or joint owners, the Bureau of Mines may send an official to make a valuation and fix a fair price. The owners must not hold out for future higher prices, nor must the Bureau attempt to depreciate the value. The Company may if they desire it, lodge with the Bureau of Mines the amount demanded by an owner, and the Board will negotiate with the owner for a lower price, and will hand over the money to him. Should the owner desire shares in the company, he may receive payment in that form instead of in cash.

ARTICLE 5.

The Hua yu Co. will deliver to the Bureau of Mines half of the 5% of the shares which the Hua yu Co. are entitled to receive gratis from

the Cie d' Orient: also in accordance with the agreement by which the dividends on eight per cent, of the "free shares" allowed to the Cie d' Orient, are to be assigned (to the Hua Yu Co.), so eight per cent of the "free share" scrip is to be handed over to the Bureau of Mines.

ARTICLE 6.

The Hua yu Co. will in acknowledgement of its indebtedness to the Chinese Government, pay to the latter 25% of the profits on the "free shares," viz: 25% (of the dividend on) the before mentioned "free share" scrip. The Bureau of Mines created by the Government will have the right to verify the accounts in connection with the payment. All articles intended for mining work or for other works in connection with the mines and all mining produce, are to pay likin and other Inland duties. Customs duties will be paid according to the tariff in force.

ARTICLE 7.

The Hua yu Co. will, on the issue of the Cie d' Orient's shares, forward at once to the Bureau of Mines, the 2½ per cent of the shares, referred to in Arts. 5 and 6, as also the 33% of the "free shares."

ARTICLE 8.

If the mines lie in land belonging to the Government, the Board will depute an official to confer with the directors of the Hua yu Co. and fix a rent charge to be paid by the company.

ARTICLE 9.

The expenses of the deputies from the Bureau of Mines who accompany the mining experts and of the military escorts will be defrayed by the Cie d'Orient. Deputies of the Bureau of Mines will look after and protect the machinery etc., despatched to the Mines.

ARTICLE 10.

If the Cie d'Orient wish to bore or sink shafts or commence any other works for purposes of prospecting, they must first notify the Hua yu Co. who will report to the Bureau, and will also come to terms with the owner of the land: but they need not include in the purchase, other land lying apart from the mine. If these operations occasion any damage to the owner of the soil, the company must agree to compensate him. If there exist any tombs or temples, which can be moved to another place, The company must come to an agreement with the family concerned of the local officials who will decide what compensation is due. If the owners refuse to move the tombs or temples, the company must find means of keeping clear of them; they

must not be pulled down, undermined, damaged or enclosed. The Bureau of Mines will strive in every way to facilitate mining operations. The local and provincial officials pledge themselves to protect to the fullest extent of their power the staff and the plant and machinery of the mines, and not to allow any trouble.

ART. 11.

The Cie d'Orient has power to dredge rivers, in the vicinity of places where shafts have been sunk, in order to improve the means of transport; also to construct a small branch railway to the nearest navigable waterway, or to places connected with the mining works. But it is expressly declared that such a line must be merely a branch line. A main line must not be constructed. These waterways and railway can only be used for the transport of the produce of the mines. If it is proposed to carry passengers and merchandise, regulations for that purpose must be drawn up and a new agreement made.

Maps showing these waterways and railways must be submitted to the Bureau of Mines, who will enquire into the facts connected with the localities, and ascertain if any obstacles exist to the project. The matter will be referred to the Chinese Foreign Office and the Board of Railways and Mines, who will telegraph instructions to the authorities of Fu-kien; prior to this no work may be begun.

If it is necessary to acquire land (for the above mentioned means of communication) the Hua yu Co. will in this case also proceed in accordance with the regulations laid down (for purchasing mining sites). If telegraphs or telephones are required for purposes of communication between the different mines, forwarding stations and godowns, application may be made to the Bureau of Mines.

ART. 12.

The Cie d'Orient will have the direction of all mining operations, but under the supervision of the Bureau. Each mining establishment will have a foreign and a native manager whose salaries will be paid by the Company. Native employees only will be engaged, if they are competent for their duties, and they are to be most carefully instructed in their work. Workmen are to be engaged locally as far as possible. These last regulations are not to be construed too strictly.

ARTICLE 13.

The mining establishments with their godowns are all to be effectively protected by the local officials in accordance with the intention of the Bureau, and they must themselves conduct their business with scrupulous regard for the laws, and must by careful surveillance prevent the mines from harbouring malefactors.

ARTICLE 14.

Out of their yearly profits the Cie d'Orient will, after paying all expenses, appropriate three sums viz:

1. A sum sufficient to pay 7% for the year on the shares and this interest to be cumulative.

2. 10% of the remainder to be applied to gradually redeeming the shares, the value of the latter being, for this purpose, reckoned at 10% premium.

3. A sum to be applied to forming a reserve fund for the purposes of renewing the plant. The balance of the profits left after these deductions will be profits of the "free shares," and the dues to which the Government and the Provincial Authorities are entitled, with the exception of the Customs duties, will be levied on these last profits. The rest will be divided equally amongst the holders of the "free shares." As regards the amount of taxes due on each mine, the company declares explicitly that it will abide in every respect by the new regulations drawn up by the Chinese Foreign Office and the Board of Railways and Mines and sanctioned by the Throne.

ARTICLE 15.

Each mining establishment and branch establishment will keep separate accounts and the profits of one must not be set off against the losses of another.

ARTICLE 16.

At the end of each year complete detailed accounts will be prepared, and verified by the two foreign and two native directors. The accounts will be also presented at a meeting of the shareholders and afterwards submitted to the Bureau of Mines, who will examine them once more and then publish them in the papers and report to the Peking Government and also to the high Provincial Authorities. Neither the Chinese Government or the Bureau of Mines is to be in any way concerned in cases of losses.

ARTICLE 17.

A term of 50 years is granted for the working of the mines, commencing from the ratification of this agreement. On the expiration of this term, the mines with all the roads, bridges, telegraphs, railways etc., will all revert to the Bureau of Mines, who will restore to the original proprietors the mining lands which have been leased from them. All other property, including the works and the buildings, will devolve in the Chinese Government, who will not be bound to make any payment for them.

ARTICLE 18.

The Company's shares are held partly by Chinese and partly by foreigners. If before the expiration of the 50 years term, Chinese shareholders should acquire $\frac{3}{4}$ of the mining companies shares, then the Bureau of Mines will have the right of taking over the mines with the works and buildings appertaining to them, on condition of redeeming the outstanding shares at the price stated in a previous article, and of buying up the "free shares" at a price equal to 20 times the average dividend for the previous years.

ARTICLE 19.

Machinery and materials required at the mines will pay Customs duties according to the tariff, but will be exempted from likin duties in the interior.

ARTICLE 20.

The mines belong to China, and in case of war with any power, the mining companies must obey the orders of the Chinese Government and not render assistance to the enemy.

ARTICLE 21.

The Hua yu Co. and the Cie d'Orient must both comply with all regulations now in force which have been presented by the Central Board of Mines.

ARTICLE 22.

The present agreement is to be executed in six parts, both in Chinese and in French, when the Viceroy has procured its ratification he will delegate officials to sign the agreement in company with (the representatives of) the company. Of the six copies, one will be handed to the French Consul, one to the Cie d'Orient, one to the Hua yu Company, one will be delivered to the Viceroy to be filed by him, and two copies will be forwarded to the Foreign Office and the Board of Railways and Mines respectively. In case of doubt the Chinese text is to prevail.

No. 61.

CHINA.

PREVENTION OF ANTI-CHRISTIAN RIOTS.

IMPERIAL DECREE OF JUNE 12, 1891.

[Translation.]

The Tsung-li Yamên has memoralized Us in regard to the missionary cases that have occurred in the various provinces, asking that we issue stringent instructions to the Governors-General and Governors to lose no time in devising means for a settlement thereof. It is represented by the Yamên that in the month of May the missionary premises (Catholic) at Wu-hu, in the province of Ngan-hui, were fired and destroyed by a mob of outlaws. At Tan-yang Hsien, in the province of Kiang-su, and at Wu-hsüeh, in the province of Hu-peh, similar outrages have been committed on missionary establishments there, and it is now necessary that the miscreants should be arrested and unrelenting measures taken in good time to provide against further outrages of this kind.

The propagation of Christianity by foreigners is provided for by treaty, and Imperial decrees have been issued to the provincial authorities to protect the missionaries from time to time. For years peace and quiet have prevailed between Chinese and foreigners. How is it that recently there have been several missionary establishments burnt out and destroyed, and all happening at about the same time?

This is decidedly strange and incredible. It is evident that among the rioters there are some powerful outlaws, whose object is to secretly contrive and plan to fan discontent among the people by circulating false rumors and causing them to become agitated and excited, and then to avail themselves of the opportunity to rob and plunder, and peaceable and law-abiding persons are enticed and led to join them, resulting in a tremendous uprising. If strenuous action is not taken to punish the miscreants, how can the majesty and dignity of the law be maintained and peace and quiet prevail?

Let the Governors-General and Governors of the Liang-Kiang, Hu-Kwang, Kiang-su, Ngan-hui, and Hu-peh issue without delay orders to the civil and military officers under their respective jurisdictions to cause the arrest of the leaders of the riots, try them, and inflict capital

punishment upon them as a warning and example to others in the future.

The doctrine of Christianity has for its purpose the teaching of men to be good. Chinese converts are subjects of China and are amenable to the local authorities. Peace and quiet should reign among the Chinese and missionaries. But there are reckless fellows who fabricate stories that have no foundation in fact for the purpose of creating trouble. Villains of this class are not few in number, and are to be found everywhere.

Let the Tartar Generals, Governors-General, and Governors issue proclamations warning the people not to listen to the idle rumors or false reports which lead to trouble.

Should any person secretly post placards containing false rumors with a view to beguile the minds of the people, strenuous steps must be taken to cause his arrest and vigorous punishment be meted out to him.

The local authorities must protect the lives and property of foreign merchants and missionaries and prevent bad characters from doing them injury. Should it transpire that the measures taken to protect them have not been adequate, and trouble in consequence ensues, the names of those officers that have been truly negligent are to be reported to Us for degradation.

In the matter of all missionary cases that are still pending, let the Tartar Generals, Governors-General, and Governors cause a speedy settlement of them. They must not listen to the representations of their subordinates that the cases are difficult to settle and thus cause delay, to the end that a settlement of them may be effected.

Let this decree be universally promulgated for the information of the people.

No. 62.

CHINA.

REPEAL OF ANTI-CHRISTIAN CLAUSES OF CHINESE CODE—CORRESPONDENCE BETWEEN THE CHINESE FOREIGN OFFICE AND THE FRENCH MINISTER TO CHINA.

DOCUMENT No. 1.

THE TSUNG-LI YAMÊN TO MR. GÉRARD.

[Translation.]

AUGUST 18, 1895.

YOUR EXCELLENCY: Upon the 26th of July last we received your dispatch stating that in the edition of the Chinese code published in 1890 there were still to be found copies of memorials and other documents prohibiting the Christian religion, which was in violation of the treaty of the fifth month of the eighth year of Hsien Feng (27th June, 1858), and that it was your duty to request that in observance of treaty orders be given for the erasure thereof.

In reply to this dispatch we wrote you that we examined into the subject and had ascertained that, in the ninth year of Tung Chih (1871) the board of punishments had memorialized the Throne requesting that a new edition of the penal code be published. A note was then made of the clauses prohibiting the Christian religion, and said clauses were expunged from the code as the treaty stipulated, and that since the reign of Tung Chih the board of punishments had had no new edition of the code made.

On the 12th of last August Your Excellency called upon us and handed us a copy of a book called the Ta Ching lü-li hing an hsüan chi cheng (Compendium of Code and Criminal Cases), in two volumes, which were reprints from other works, and were made in 1893. We have carefully examined these works, and we have to say that works of this kind made in private printing establishments are not official publications. We have, however, written the superintendent of the gendarmerie to notify all bookstores that the passages in the said books referring to the propagation of the Christian religion in the interior of China and the clause prohibiting the practice of foreign religions must, as the treaties require, be stricken out.

We inclose herewith a copy of our dispatch to the superintendent of the gendarmerie on the subject, and we return the two books upon the code which Your Excellency left with us.

DOCUMENT No. 2.

THE TSUNG-LI YAMÊN TO THE SUPERINTENDENT OF GENDARMERIE.

Upon the 26th of last July we received a dispatch from Mr. Gérard, minister of France, as follows:

> The last clauses of the thirteenth paragraph of the treaty between France and China, concluded in 1858, provide:
>
> "All that has been previously written, proclaimed, or published in China by order of the Government against the Christian religion is completely abrogated and remains null and void in all provinces of the Empire."
>
> Notwithstanding this treaty provision, the edition of the penal code printed in 1890 still contains prohibitions against the Christian religion. It is my duty to request that in accordance with the treaties orders be given for the erasure of such prohibitions from the edition of the penal code of 1890 and from all books containing them.

On receipt of this despatch we replied that we had investigated the matter and had found that, in 1871, the board of punishments memorialized the Throne requesting that a new edition of the penal code be issued, and that in this edition, under the section of the ceremonial laws devoted to sacrifices, a clause was inserted as follows:

> All persons professing the Christian religion shall be permitted the free exercise of their religion. All that has been written, proclaimed, or published in China by order of the Government against the Christian religion is completely abrogated and remains null and void in all provinces of the Empire.

The clause previously in the code with reference to the propagation of the Christian religion was also marked for omission from the new edition. The code as thus altered was submitted to the Throne by the board of punishments and long ago received the imperial sanction. Since the reign of Tung Chih the board of punishments has had no new edition of the code prepared.

Shortly after this correspondence, viz, on the 12th August, Mr. Gérard called at the yamên and handed us two books upon the code, one called the Ta Ching lü-li tseng hsui tung hsüan chi cheng (The Code and Criminal Cases, revised and complete), and one the Lü-li pien lan (The Code for Convenient Reference). He stated these had been printed from new blocks cut in 1892 and that they contained a prohibition against corrupt doctrines. Upon examination we found that these books had been printed from blocks cut at private printing establishments, that they were not official publications and hence could not be brought forward in evidence of violation of treaty.

We have, however, to call your attention to the following passage found in various commercial treaties:

> The Christian religion having for its essential object the leading of men to virtue, the members of all Christian communities shall enjoy entire security for their persons and property and the free exercise of their religion, and efficient protection shall be given the missionaries who travel peaceably in the interior furnished with passports as provided for in Article XIII. * * * All that has been previously written, proclaimed, or published in China, by order of the Government, against the Christian religion is completely abrogated and remains null and void in all the provinces of the Empire. (Quoted from Art. XIII, French treaty of 1858.)

In the ninth year of Tung Chih (1871) the board of punishments omitted from the edition of the code made by them the clause referring to the propagation of Christianity, and this edition contains this statement in its preface:

> All statutes which occurred in former editions and which are omitted from this, were omitted by imperial sanction or memorial by the board of punishments. Such omitted passages should be no further circulated nor quoted.

The laws forbidding Christianity were abolished by the Throne on memorial from the board of punishments in 1871 and must be no longer inserted in publications. It becomes, therefore, our duty to write your honorable bureau to notify all bookshops that in observance of treaty they are forbidden to print in the books known as the Tung hsuan chi cheng and the Lü-li pien lan and similar books, those passages referring to the propagation of Christianity, which are to be found in the section of the code on corrupt doctrines, as well as the clauses which prohibit the practice of the western religions. Thus will the treaties be observed.

DOCUMENT No. 3.

THE TSUNG-LI YAMÊN TO MR. GÉRARD.

SEPTEMBER 7, 1895.

On the 31st of August we had the honor to receive from you a dispatch as follows:

> On the 18th August I received Your Excellency's dispatch saying that the Ta Ching lu-li hsing an tung hsuan chi cheng and the Lü-li pien lan were not official publications, but that you had taken measures to have the clauses therein contained concerning the

propagation by foreigners of the Christian religion in the interior and the other clauses heretofore referred to stricken out in accordance with treaty.

It becomes my duty to express my thanks for this action. On the 19th August I went in person to your Yamên and stated that this class of private publications were issued in other parts of China. You concurred in my opinion that these also should be revised, and I have now to express the hope that you will order that this be done and that I be informed in what manner the officials of the various provinces upon whom this duty falls carry out these orders.

In reply we have to state that we recognize our obligation to do as you request in the matter of issuing notices prohibiting the publication of rescinded laws. We communicated with the bureau of gendarmerie some time ago on the matter, and we have now written the governors-general and governors of the various provinces to order the local officials to command the bookstores in their jurisdiction to erase from their publications those passages cut out of the code by the board of punishments.

We make this reply for Your Excellency's information.

No. 63.

CHINA.

PREVENTION OF ANTI-CHRISTIAN RIOTS.[a]

IMPERIAL DECREE OF JANUARY 17, 1898.

[Translation.]

On account of the murder of some missionaries at Chu-yeh Hsien, in Shan-tung, capital punishment has already been inflicted on the murderers.

Li Ping-heng, formerly governor of Shan-tung and appointed viceroy of Szechuan, which latter office he has been deprived of, failed to assume the responsibility confided in him and take precautionary measures, hence a serious affair occurred. Let him be handed over to the proper board for the determination of a penalty. The Taotai, Hsi Liang, of the Yen, I Tsai and Chi circuit, Wan Pen-hua, brigade general of Tsao-chao, and Shao Chen-chao, prefect of Tsao-chao, are also ordered to be handed over to the proper board for the determination of a penalty.

Hsü Ting-jen, magistrate of Chu-yeh Hsien, was very lax in arresting the murderers and reporting the matter to his superior officers. Let him at once be degraded. Robberies have occurred at the missionary chapels in Shou-chang Hsien. Let the Governor investigate into the conduct of the magistrate, Chuang Wei-lieh, and report him to the Throne for impeachment. Trouble has occurred between the Christians and non-Christians at Chi-ting, Ho-che, Shan Hsien, and Cheng-wu. Let the magistrates either be removed from office or transferred to other posts.

Shan-tung is a State famous for carrying out the observances of civilization. Her scholars and high Ministers of State have practiced the principles of Confucianism and have always understood the meaning of "self-respect."

But the ignorant people of the rustic districts, not knowing the underlying principles of matters, have beaten and insulted the missionaries and destroyed their churches. This condition of affairs can

[a] See also on this question the two Imperial edicts of February 1, 1901, *supra* pp. 87–90.

not, on any account, be allowed to continue. Let the authorities of Shan-tung take action in good earnest to suppress such acts and use every endeavor to protect the missionaries.

Let all the Tartar Generals, Viceroys and Governors of the various provinces take heed that whenever the people assemble together for purpose of causing trouble to the missionaries they must take action in the matter as commanded by Imperial decree of July, 1891. Should there be any further procrastination or idleness shown in the discharge of their duties, the negligent officials will be severely punished and not the least leniency will be shown them.

No. 64.

CHINA.

OFFICIAL INTERCOURSE BETWEEN CHINESE LOCAL AUTHORITIES AND ROMAN CATHOLIC MISSIONARIES.[a]

SUBMITTED TO THE EMPEROR BY THE TSUNG-LI YAMÊN, MARCH 25, 1899.
APPROVED BY THE EMPEROR, MARCH 25, 1899.

[Translation.]

China has long ago given her consent to the establishment of Mission stations of the Roman Catholic religion in the various provinces. With the desire of maintaining peaceful relations between ordinary Chinese subjects and the converts, and of facilitating protective measures, the following proposals as to the reception of missionaries by local officials are submitted:—

1. To define the various ranks of missionaries.

Bishops rank with Governors-General and Governors. They may ask for interviews with these officers. If a Bishop returns to his country or vacates his post on account of sickness, the priest who acts for him can also ask for interviews with the Governor-General and Governor.

Provicaires and Head Priests can ask for interviews with Treasurers, Judges, and Taotais. Other priests can ask for interviews with Prefects and Magistrates.

The Chinese officials of all ranks above mentioned will return the courtesy in accordance with the rank of the priest.

2. Bishops must furnish the provincial authorities with a list giving the names of the priests deputed to transact international business with the Chinese officials, and of the places where missions are established, so that the provincial authorities can instruct their subordinates to treat with such priests according to these regulations.

All those priests who ask for interviews, and those specially deputed to transact such business, must be Westerners, but in cases in which the Western Priest cannot speak Chinese, a Chinese priest may interpret.

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[a] British Parliamentary Blue Book, *China No. 1 (1900)*, p. 142. For French text see Cordier *Hist. des relat.*, III, pp. 469–471.

3. In cases in which the Bishop lives away from the provincial capital, he need not naturally go to the said capital to ask for an interview with the Governor-General or Governor without cause. On occasions of a change of Governors or Bishops, or of New Year's congratulations, the Bishop may write to the provincial authorities or send his card as a matter of courtesy, and the provincial authorities will reciprocate.

In cases of change of priests, the newcomer must have a letter from the Bishop, before he can ask for interviews with the Chinese officials as above.

4. In grave cases connected with the mission, Bishops and priests must request the Minister of the nation specially intrusted by the Pope with the protection of Roman Catholic missionaries or the Consul of that nation to arrange the affairs with the Tsung-li Yamên or the local officials. They may also discuss and arrange the matter in the first instance with the local officials, so as to avoid complications. The local officials, when applied to in such cases, must at once discuss and arrange the affair in an equitable and friendly manner.

5. The local officials must, as occasion arises, exhort and constrain the ordinary Chinese to look upon the converts as comrades, and not to pick quarrels with them.

The Bishops and priests on their side must instruct their converts to lead blameless lives, and so preserve the good name of the religion and the respect and goodwill of the non-converts.

Should lawsuits arise between converts and others, the local authorities must decide the same with impartiality. The priests must not interfere or favour their people. Thus it may be hoped that converts and people will live together on friendly terms.

The same day the Imperial assent was given.

PART II.

KOREA.

I.

TREATIES, ARRANGEMENTS, PROTOCOLS.

ARRANGED CHRONOLOGICALLY.

No. 65.

JAPAN.

TREATY OF ALLIANCE BETWEEN JAPAN AND KOREA.

SIGNED AT SEOUL, AUGUST 26, 1894.

In view of the fact that on the 25th of July, 1894, the Korean Government entrusted His Imperial Majesty's Envoy Extraordinary and Minister Plenipotentiary at Sōul, Korea, with the expulsion, on their behalf, of Chinese soldiers from Korean territory, the Governments of Japan and Korea have been placed in a situation to give mutual assistance both offensive and defensive. Consequently the undersigned Plenipotentiaries, duly authorized by their respective Governments, have, with a view of defining the fact and of securing in the premises concerted action on the part of the two countries, agreed to the following Articles:—

ARTICLE I. The object of the alliance is to maintain the Independence of Korea on a firm footing and to promote the respective interests of both Japan and Korea by expelling Chinese soldiers from Korean territory.

ARTICLE II. Japan will undertake all warlike operations against China, both offensive and defensive, while Korea will undertake to give every possible facility to Japanese soldiers regarding their movements and supply of provisions.

ARTICLE III. This treaty shall cease and determine at the conclusion of a Treaty of Peace with China.

In witness whereof, the Plenipotentiaries of the two countries, have signed the treaty and hereunto affixed their seals.

Done at Sōul this 26th day of August, 1894.

KEISUKE OTORI,
H. I. J. M's. Envoy Extraordinary and Minister Plenipotentiary.

KIM IN SHIOUKU,
H. K. M's. Minister for Foreign Affairs.

No. 66.

JAPAN AND RUSSIA.[a]

MEMORANDUM SIGNED BY THE JAPANESE AND RUSSIAN REPRESENTATIVES, RELATIVE TO KOREAN AFFAIRS.

SIGNED AT SEOUL, MAY 14, 1896.

The Representatives of Russia and Japan at Söul, having conferred under the identical instructions from their respective Governments, have arrived at the following conclusions:—

ART. I. While leaving the matter of His Majesty the King of Korea's return to the palace entirely to his own discretion and judgment, the representatives of Russia and Japan will friendly advise his Majesty to return to that place when no doubts concerning his safety could be entertained.

The Japanese representative on his part gives the assurance that the most complete and effective measures will be taken for the control of Japanese *soshi*.

II. The present Cabinet Ministers have been appointed by his Majesty of his own free will, and most of them held Ministerial or other high offices during the last two years and are known to be liberal and moderate men. The two Representatives will always aim at recommending his Majesty to appoint liberal and moderate men as Ministers, and to show clemency to his subjects.

III. The Representative of Russia quite agrees with the Representative of Japan that in the present state of affairs in Korea it may be necessary to have Japanese guards stationed at some places for the protection of the Japanese telegraph line between Fusan and Söul, and that these guards, now consisting of three companies of soldiers, should be withdrawn as soon as possible and replaced by gendarmes who will be distributed as follows:—

Fifty men at Taiku, 50 men at Kaheung, and 10 men each at 10 intermediate posts between Fusan and Söul. This distribution may be liable to some changes, but the total number of the gendarmes force shall never exceed 200 men, who will afterwards gradually be withdrawn from such places where peace and order have been restored by the Korean Government.

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[a] *British and Foreign State Papers*, Vol. LXXXVIII, pp. 472–473.

IV. For the protection of the Japanese settlements at Söul and the open ports against possible attacks by the Korean populace, two companies of Japanese troops may be stationed at Söul, one company at Fusan and one at Gensan, each company not to exceed 200 men. These troops will be quartered near the Settlements, and shall be withdrawn as soon as no apprehension of such attacks could be entertained.

For the protection of the Russian Legation and Consulates, the Russian Government may also keep guards not exceeding the number of Japanese troops at these places, and which will be withdrawn as soon as tranquillity in the interior is completely restored.

Söul, May 14, 1896.

C. WAEBER,
Representative of Russia.

KOMURA,
Representative of Japan.

No. 67.

JAPAN AND RUSSIA.

ARRANGEMENT BETWEEN RUSSIA AND JAPAN, RELATIVE TO AFFAIRS IN KOREA.[a]

SIGNED AT MOSCOW, JUNE 9, 1896.

PROTOCOL.

The Secretary of State, Prince Lobanoff Rostovsky, Minister of Foreign Affairs for Russia, and the Marshal Marquis Yamagata, Ambassador Extraordinary of his Majesty the Emperor of Japan, having exchanged views on the situation of Korea, have concluded the following articles:—

ART. I. The Russian and Japanese Governments, with a view of remedying the financial embarrassment of Korea, will advise the Korean Government to suppress all useless expenditure, and to establish an equilibrium between the expenses and the revenue. If, as the result of admittedly indispensable reforms, it should become necessary to have recourse to foreign loans, the two Governments will lend by mutual accord their assistance to Korea.

II. The Russian and Japanese Governments will endeavour to leave to Korea, so far as the financial and economical situation of that country will permit them to do so, the creation and maintenance of an armed force and of a native police in sufficient proportions to maintain internal order without foreign aid.

III. With the view of facilitating communications with Korea, the Japanese Government will continue to administer the telegraph lines which are at the present moment in its hands.

Russia reserves the right to establish a telegraph line from Söul to her own frontier.

These different lines may be bought back by the Korean Government as soon as it has the means of doing so.

IV. In the event of any of the principles herein set forth requiring a more precise and more detailed definition; or if other points should arise on which it would be necessary to agree, the Representatives of the two Governments shall be charged to consider the matter in a friendly sense.

Done at Moscow, May 28 (June 9), 1896.

LOBANOFF.
YAMAGATA.

[a] *Journal de St. Petersbourg*, February 13/25, 1897. See also *British and Foreign State Papers*, Vol. LXXXVIII, pp. 471–472.

No. 68.

JAPAN AND RUSSIA.

AGREEMENT RELATIVE TO INDEPENDENCE OF KOREA AND NEUTRAL RIGHTS.[a]

SIGNED AT TOKIO, APRIL 25, 1898.

[Translation.]

Baron Rosen, State Councillor, Chamberlain, Envoy Extraordinary and Minister Plenipotentiary of the Emperor of All the Russias, and Baron Nissi, Minister for Foreign Affairs of His Majesty the Emperor of Japan, in order to give effect to Article IV. of the Protocol signed at Moscow on $\frac{\text{May } 28,}{\text{June } 9,}$ 1896, between the Secretary of State Prince Lobanoff and the Marquis Yamagata—being duly authorised to that effect, have agreed to the following Articles:—

ARTICLE I.—The Imperial Governments of Russia and Japan recognise definitely the Sovereignty and entire independence of Korea, and pledge themselves mutually to abstain from all direct interference in the internal affairs of that country.

II.—Desiring to remove all possible cause of misunderstanding in the future, the Imperial Governments of Russia and Japan pledge themselves mutually, in the event of Korea having recourse to the advice and assistance, either of Russia or of Japan, to take no measure in respect to the appointment of military instructors or financial advisers, without arriving beforehand at a mutual agreement on this subject.

III.—In view of the wide development taken by the commercial and industrial enterprises of Japan in Korea, as well as the large number of Japanese subjects residing in that country, the Russian Government will not hinder the development of commercial and industrial relations between Japan and Korea.

Done at Tokyo in duplicate the 13/25 April, 1898.

ROSEN.
NISSI.

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[a] French text in *British and Foreign State Papers*, XCII, 1068.

No. 69.

CHINA.

TREATY BETWEEN KOREA AND CHINA.

SIGNED SEPTEMBER 11, 1899.

RATIFICATIONS EXCHANGED DECEMBER —, 1899.

His Majesty the Emperor of Korea and His Majesty the Emperor of China, being sincerely desirous of establishing permanent relations of harmony and friendship between their respective subjects, have resolved to conclude a treaty for that purpose, and have therefore named as their plenipotentiaries, that is to say:

His Majesty the Emperor of Korea, Pak Chai Sun, Korean minister of foreign affairs, minister of the council of state, etc., His Majesty's minister plenipotentiary;

His Majesty the Emperor of China, Hsü Shou Peng, an official of the second grade, director of the imperial stud, His Majesty's minister plenipotentiary;

Who, after having communicated to each other their respective full powers, found in due and good form, have agreed upon and concluded the following commercial treaty:

ARTICLE I.

Peace, friendship, good offices.

There shall be perpetual peace and friendship between the Empire of Korea and the Empire of China, and between their respective subjects, who shall enjoy equally in the respective countries of the High Contracting Parties full protection and the advantages of favorable treatment.

If other powers should deal unjustly or oppressively with either Government, the other, on being informed of the case, will exert their good offices to bring about an amicable arrangement, thus showing their friendly feelings.

ARTICLE II.

Diplomatic representatives.

After the conclusion of this treaty of amity and commerce, the High Contracting Parties may each appoint diplomatic representatives to reside at the court of the other, and may each appoint consular representatives at the ports of the other which are open to foreign commerce, at their own convenience.

These officials shall have relations with the corresponding local authorities of equal rank upon a basis of mutual equality.

The diplomatic and consular representatives of the two Governments shall enjoy mutually all the privileges, rights, and immunities, without discrimination, which are accorded to the same class of representatives from the most favored nation.

Consular representatives.

Consuls shall exercise their functions only on receipt of an exequatur from the Government to which they are accredited.

No restrictions or difficulties shall be imposed upon the movement of the members of the official establishments of either country or upon messengers carrying official dispatches.

Consular authorities shall be bona fide officials. No merchant shall be permitted to exercise the duties of the office, nor shall consular officers be allowed to engage in trade.

At ports to which no consular representatives have been appointed the consuls of the other powers may be invited to act, provided that no merchant shall be allowed to assume consular functions.

If the consular representatives of either country conduct their business in an improper manner, they shall be withdrawn on notice being given to the diplomatic representatives of the country concerned.

ARTICLE III.

Merchants, merchant vessels.

Merchants and merchant vessels of Korea visiting Chinese treaty ports for purpose of trade shall pay import and export duties and tonnage dues and all other charges according to the Chinese customs regulations and on the same terms as the similar duties levied on the subjects of the most favored nation.

Chinese merchants and merchant vessels visiting Korean treaty ports for purposes of trade shall pay import and export duties and tonnage dues and all other charges according to the Korean customs regulations and upon the same terms as the duties levied upon the subjects of the most favored nation.

The subjects of both powers shall be allowed to resort for purposes of trade to all the open ports in the dominion of the other.

Regulations for the conduct of trade and the customs tariff shall be those enjoyed by the most favored nation.

ARTICLE IV.

Rights at open ports.

1. Subjects of Korea who may proceed to the Chinese open ports may reside and rent premises or lease land and erect warehouses as they please within the limits of the settlements. They shall be at liberty to traffic in all kinds of native produce, in all manufactured goods, and in all articles that are not declared contraband.

Subjects of China who may proceed to the Korean open ports may reside and rent premises or lease land and erect warehouses as they please within the limits of the settlements. They shall be at liberty to traffic in all kinds of native produce, in all manufactured goods, and in all articles that are not declared contraband.

2. All questions affecting the renting of land, the building of houses, the laying out of cemeteries, the payment of rent and taxes, and other matters of a similar nature at the treaty ports of either country are to be determined in accordance with the settlement and municipal council regulations of the ports, which must not be infringed.

If there is, in addition to a general foreign settlement at treaty port in either country, a settlement under the separate control of a foreign power, questions affecting the renting of land and similar matters shall be governed by the regulations of the settlement, which must not be infringed.

3. Chinese subjects shall enjoy all benefits and advantages granted to foreigners with reference to the leasing or purchase of land or houses beyond the limits of the foreign settlements at the treaty ports of Korea. But all lands so occupied shall be subject to such conditions as to the observances of Korean local regulations and payment of land tax as the Korean authorities may see fit to impose.

Leasing and purchasing land.

Korean subjects shall enjoy all benefits and advantages granted to foreigners with reference to the leasing or purchase of land or houses beyond the limits of the foreign settlements at the treaty ports of China. But all lands so occupied shall be subject to such conditions as to the observance of Chinese local regulations and the payment of land tax as the Chinese authorities may see fit to impose.

4. The subjects of neither country shall be permitted to rent land or houses or open warehouses beyond the limits of the area open to foreign trade at the treaty ports of the High Contracting Parties. The penalty for a breach of this stipulation shall be the confiscation of the land and a fine of twice their original value.

5. No coercion or intimidation in the acquisition or lease of land shall be permitted and the land so occupied shall remain an integral part of the State.

6. If merchandise is sent by the subjects of one of the High Contracting Parties from one treaty port in the other country to another treaty port in the same country it shall be subject to the same dues and duties, prohibitions and regulations as obtain in the case of the subjects of the most favored nation.

ARTICLE V.

1. A Chinese subject who commits any offense in Korea shall be tried and punished by the Chinese consular authorities according to the laws of China.

Punishment of crimes.

A Korean subject who commits any offense in China shall be tried and punished by the Korean consular officials according to the laws of Korea.

A Chinese subject who commits any offense against the life or property of a Korean in China shall be tried and punished by the Chinese authorities according to the laws of China.

A Korean subject who commits any offense against the life or property of a Chinese in Korea shall be tried and punished by the Korean authorities according to the laws of Korea.

When controversies arise between the subjects of the two countries they shall be decided by the proper official of nationality of the defendant according to the laws of that country.

Mixed cases.

The properly authorized official of the plaintiff's nationality shall be permitted to attend the trial and watch the proceedings, and shall be treated with the courtesy due to his position. If he so desires, he shall have the right to call and examine witnesses, and if he is dissatisfied with the proceedings he shall be permitted to protest against them in detail.

2. If a subject of one of the High Contracting Parties who has committed an offense against the laws of his country takes refuge on the premises or on board a ship owned by a subject of the other the local officials, after having notified the consular authorities, shall send police to assist in having the offender arrested and brought to justice. The authorities of the nationality of the offender shall try the case. No protection or concealment of any such person shall be permitted.

Refuge.

3. If a subject of one of the High Contracting Parties who has committed an offense against the laws of his country takes refuge in the dominions of the other the authorities of the latter country, on receiving an application, shall discover and hand over such person to his country for trial. No concealment or protection of any such person shall be permitted.

Extradition.

4. When in the subject of either of the High Contracting Parties the laws and legal procedure of the other shall have been so far modified and reformed as to remove the present existing objections, the right of extra territorial jurisdictions shall be relinquished.

Extra Territoriality.

ARTICLE VI.

Export of rice and grain.

In China the export of rice and grain to foreign countries has always been prohibited. There is no prohibition of this kind in Korea, but it is agreed that whenever there is reason to apprehend a scarcity of food within the limits of the Empire a prohibition against the export of rice and grain may be enforced, and shall be binding upon Chinese subjects when it shall have been officially communicated by the Korean local authorities to the Chinese authorities concerned.

ARTICLE VII.

Fraudulent sales, debts.

If the subjects of either of the High Contracting Parties in their commercial dealings with each other are guilty of fraud or make fictitious sales, or do not pay their debts, the authorities of both Powers shall use stringent measures to arrest the offenders and obtain payment of the debts.

The Governments of the High Contracting Powers shall not be responsible for debts of this nature.

ARTICLE VIII.

Passports.

Chinese subjects shall have the right to travel under passports in the interior of Korea for purposes of pleasure or trade. They are, however, forbidden to reside or to open establishments for trade there. The penalties for a breach of this stipulation are the confiscation of the goods and a fine of twice their original value.

Korean subjects shall have the right to travel under passports in the interior of China for purposes of pleasure or trade, and shall receive most favored nation treatment in this respect.

ARTICLE IX.

Arms, munitions.

The purchase of arms, munitions, and implements of war, as ordnance or cannon, shot and shell, firearms of all kinds, cartridges, sidearms, spears or pikes, saltpeter, gunpowder, gun cotton, dynamite, and other explosive substances is permitted only to the officials of the two Contracting Powers, and they may be imported by the subjects of either only under a written permit issued by the officials of the country into which they are imported.

If these articles are clandestinely imported or sold they shall be confiscated and the offending party fined twice their original value.

The import of opium into Korea is prohibited, and if either foreign or Chinese grown opium is imported by Chinese subjects it shall be confiscated and the offending party fined twice its original value.

Import of opium into Korea, export of red ginseng from.

The export of red ginseng from Korea has always been prohibited. If Chinese subjects clandestinely buy and export it without the special permission of the Korean Government, it shall be seized and confiscated and the offenders punished as circumstances may require.

ARTICLE X.

Whenever vessels of either of the two Contracting States are detained on the coast of other through stress of weather or want of fuel or provisions they may enter any port or harbor either to take refuge therein or to get supplies, or to make repair; the expenses incurred thereby being defrayed by the ship's master. In such event the officers and people of the locality shall render all the assistance in their power and furnish the necessaries required.

Ports of refuge.

If a vessel trades clandestinely at a port not open to commerce, or at any place where she is forbidden to proceed, the vessel, with her cargo, whether any trade has actually taken place or not, shall be seized and confiscated by the local authorities and the nearest customs officials, and the offenders shall incur a fine of twice their original value.

Clandestine trade.

Should a vessel of either Power be wrecked on the coast of the other, the local authorities, on being informed of the occurrence, shall immediately render assistance to the crew, provide for their immediate necessities, and take requisite measures for the salvage of the ship and the preservation of her cargo. They shall also bring the matter to the knowledge of the nearest consular representative, in order that steps may be taken to send the crew home and to save the ship and her cargo. The necessary expenses shall be defrayed either by the ship's master or by the authorities of the nationality of the vessel concerned.

Wrecks, their cargoes and crews.

ARTICLE XI.

The officers and people of either Power residing at trading places in the dominions of the other shall have the right to employ natives in any lawful capacity.

Employment of natives.

ARTICLE XII.

After the present treaty has been concluded, a tariff and rules shall be drawn up to regulate the frontier trade which has hitherto been carried on between the two Empires. All persons who have already crossed the frontier and

Tariff and frontier trade rules.

reclaimed ground shall be allowed to pursue their avocations in peace and enjoy protection for their lives and property.

Migration. From this time forward migration across the frontier shall be prohibited on both sides in order to avoid complications.

Frontier mart. The question of the determination of the site of a trade mart is reserved for discussion and settlement when the frontier rules come to be drawn up.

ARTICLE XIII.

Ships of war. The ships of war of each country shall be at liberty to visit all the ports of the other whether open to foreign trade or not.

They shall not be permitted to clandestinely import merchandise.

Supplies of all kinds for ships of war of either country shall not be liable to the payment of duties.

Officers and men of the ships of war of either country may land anywhere in the territories of the other, but shall not proceed into the interior unless they are provided with passports.

If articles used on board ship are for any reason sold, the purchaser shall pay the proper duty.

ARTICLE XIV.

The present treaty shall be ratified by His Majesty the Emperor of Korea and His Majesty the Emperor of China under their hands and seals, and the ratifications shall be exchanged at Seoul within one year at the latest from the date of signature, and immediately thereafter this treaty shall be in all its provisions publicly proclaimed and made known by both Governments in their respective countries, in order that it may be obeyed by their subjects, respectively.

ARTICLE XV.

The Chinese written character being common to both Korea and China, this treaty and future official correspondence shall be made in Chinese for the sake of clearness.

HSÜ SHOU PENG,

Envoy Extraordinary and Minister Plenipotentiary 2^nd^ Rank. Director of the Imperial Stud. For His Majesty the Emperor of China, 7th day, 8th moon, 25th year of Kuang Su.

PAK CHAI SUN,

Envoy Extraordinary and Minister Plenipotentiary. Minister for Foreign Affairs and Councillor of State. 11th September, 1899. 3d year of Kwang Mu.

No. 70.

JAPAN.

PROTOCOL BETWEEN JAPAN AND KOREA.

SIGNED AT SEOUL, FEBRUARY 23, 1904.

M. Gonsuke Hayashi, Envoy Extraordinary and Minister Plenipotentiary of His Majesty The Emperor of Japan and Major General Yi Chi-Yong, Minister of State for Foreign Affairs *ad interim* of His Majesty the Emperor of Korea, being respectively duly empowered for the purpose, have agreed upon the following Articles:

ARTICLE I. For the purpose of maintaining a permanent and solid friendship between Japan and Korea and firmly establishing peace in the Far East, the Imperial Government of Korea shall place full confidence in the Imperial Government of Japan, and adopt the advice of the latter in regard to improvements in administration.

ARTICLE II. The Imperial Government of Japan shall in a spirit of firm friendship ensure the safety and repose of the Imperial House of Korea.

ARTICLE III. The Imperial Government of Japan definitively guarantee the independence and territorial integrity of the Korean Empire.

ARTICLE IV. In case the welfare of the Imperial House of Korea or the territorial integrity of Korea is endangered by aggression of a third power or internal disturbances, the Imperial Government of Japan shall immediately take such necessary measures as circumstances require, and in such case the Imperial Government of Korea shall give full facilities to promote the action of the Imperial Japanese Government. The Imperial Government of Japan may for the attainment of the above mentioned object occupy when the circumstances require such places as may be necessary from strategic points of view.

ARTICLE V. The Governments of the two countries shall not in future without mutual consent conclude with a third power such an arrangement as may be contrary to the principles of the present protocol.

ARTICLE VI. Details in connection with the present Protocol shall be arranged as the circumstances may require between the representative of Japan and the Minister of State for Foreign Affairs of Korea.

HAYASHI.

YI CHI-YONG.

KOREA.

II.

CONTRACTS, CONCESSIONS FOR RAILWAYS, AND MINING, REGULATIONS CONCERNING SAME.

ARRANGED CHRONOLOGICALLY.

No. 71.

UNITED STATES.

DECREE AND AGREEMENT FOR WORKING THE UHNSAN GOLD MINES.

JULY 2, 1895.

Whereas His Majestv the King of Chosen (Korea) is desirous of having the mines belonging to the Royal Household developed according to modern methods: Now for that purpose He decrees and agrees:—

1st. That He, through His Department of the Household, associates with himself, James R. Morse, an American citizen, and his assigns, as a company for the prosecution of this mining work, said association to be known as the Korean Development Company.

2nd. Said Company shall have as a first privilege the right for twenty-five years from the date of this decree, to develop and operate a gold mine or mines in the district of Uhnsan, Province of (here appear the Chinese names of Uhnsan) Peng Yang, Kingdom of Chosen.

3rd. This mine or these mines shall be selected by competent engineers sent for the purpose by said James R. Morse, or his assigns.

4th. The said mining rights shall include all territory within the limits of said district of Uhnsan.

5th. Within said limits said Company shall have the right to sink shafts and tunnels, to erect engines and machinery, and conduct all operations necessarily connected with the aforesaid mining operations.

6th. Said right shall include the right to mine other minerals found within these limits.

7th. His Majesty the King of Chosen, through His Government, agrees to render said Company all possible assistance in dealing with the native people and in affording rights of way for transportation purposes.

8th. Foreigners shall be allowed to be employed for work in these mines and their properties, and they will be furnished passports and protection. Natives will be employed to as great an extent as is practicable, and they will be given all due facilities by said Company for acquiring a knowledge of mining according to modern methods.

9th. Said Company shall have a capital stock of one hundred thousand dollars gold ($100,000), to be divided into one hundred (100) shares of one thousand dollars gold ($1000) each. Said capital stock may be increased upon a majority vote of the share-holders in said company.

10th. Said James R. Morse, or his assigns, shall secure the capital for the development and operation of this mine or these mines.

11th. Said James R. Morse or his assigns shall present to the Department of the Royal Household for His Majesty the King of Chosen, twenty-five (25) paid-up shares in said Company.

12th. The profits arising from the working of said mines shall be first applied to the payment of money advanced for machinery and other expenses in the development and operation of said mine or mines, and after the same is paid the balance shall be allotted as dividends to each share equally.

13th. No taxes shall be levied upon these mines or their properties.

14th. All materials necessarily imported from foreign countries for the use of said mine or mines may be imported free of duty.

15th. Said Company shall hold at least one yearly meeting (each year) of the share-holders, at which meeting each share shall be entitled to one vote, a majority of votes being necessary for a decision. At said meeting the books of said company shall be open for inspection. Any changes in the management of said company may be made upon a majority vote of the share-holders.

16th. Said James R. Morse shall be the manager of said Company until such time as the majority of the share-holders shall see fit to make a change in the management, said manager shall have power to buy all supplies, appoint assistants, employ workmen, and to attend to all the business and operations of said Company.

17th. His Majesty, the King of Chosen, may have an officer stationed at said mine or mines, to look after His interests and to represent Him. Said officer may inspect the books of the Company from time to time.

18th. Said company shall agree not to open or remove any existing graves near said mine or mines without consent.

19th. This decree and agreement shall become inoperative unless mining operations are actually begun before the expiration of one year from the date hereof, providing always that such delay is not caused by war or similar cause over which said company can have no control, in which case an extension of the limiting period may be mutually agreed upon between His Majesty the King of Chosen, and said James R. Morse or his assigns.

20th. A translation in Chinese shall be attached to this decree or agreement. But in all cases of dispute it is understood that this copy in English shall be regarded as the authorized version. A duplicate of which shall be signed by said James R. Morse, or his assigns, and delivered to the Department of the Royal Household for His Majesty the King of Chosen.

Seoul, Korea, July 2, 1895.

(Signed in English.)

KIM CHONG HAN (SU),

Acting President of Household Department.

No. 72.

GREAT BRITAIN.

MINING CONTRACT BETWEEN THE IMPERIAL KOREAN GOVERNMENT AND MESSRS. JAMES VICTOR BURN-MURDOCH AND JOHN ALEXANDER HAY.

SEPTEMBER 27, 1898.

I. Messrs. J. Victor Burn-Murdoch and John A. Hay or their assigns may engage a mining engineer and select a mining place within the term of two years from the date of this contract, which place they can work under the conditions as set forth hereafter; such a place to be 60 Korean *li* long and 40 Korean *li* wide.

II. In the place thus selected Messrs. J. Victor Burn-Murdoch and John A. Hay or their assigns may work all mines, gold, silver, copper, coal, and all other minerals or precious stones, and full power is hereby granted to Messrs. J. Victor Burn-Murdoch and John A. Hay, or their assigns to manage all such mines themselves, and no concession will be granted to any other person or persons for the place after it is selected by Messrs. J. Victor Burn-Murdoch and John A. Hay, or their assigns, during the term of this contract.

III. Work shall commence within two years from the date of the signature of this contract. If within this period work has not begun, then this contract will become null and void, but in case of any *force majeure* this contract will be extended for a period equal to the time during which the *force majeure* existed. Messrs. J. Victor Burn-Murdoch and John A. Hay, or their assigns, will inform the Imperial Korean Government through H. B. M. Chargé d'Affaires one month before actual work commences.

IV. This concession is given for the term of seventy-five years from the day work has commenced.

V. During the time a place is being selected by Messrs. J. Victor Burn-Murdoch and John A. Hay, or their assigns, the Korean Government may grant concessions to other foreigners. Permission to work a mine cannot be granted to Messrs. J. Victor Burn-Murdoch and John A. Hay, or their assigns, in the following districts:—Yunghung, Kilchu, Tanchŏn, Pingyang, Chairiong, Suan and Hamhung, which places have been applied for and refused before this contract was signed, and no work must be done near Imperial tombs and temples and near large towns.

VI. The necessary capital and machinery, tools and instruments, shall be provided and bought by the said J. Victor Burn-Murdoch and John A. Hay, or their assigns, but in case of tools or materials to be used for the mines preference shall be given to Korean manufacture if of equally good quality and of the same price. The Imperial Korean Government shall not be responsible for any debts of the mines or for any debts in connection with this undertaking.

VII. Messrs. J. Victor Burn-Murdoch and John A. Hay, or their assigns, may erect godowns, houses, or any other buildings in connection with this undertaking within the limits stated in Article 1, and they may build roads if they consider them necessary, but shall pay for all land taken by such roads and all damages created thereby.

VIII. All establishments and branches, the roads, lands, and the buildings of the mining works are by this concession wholly exempted from every kind of taxes and imposts in Korea; all material necessary for the working of the mines will enter Korea duty free, and all products from the mines will leave Korea duty free.

IX. In case of any private lands, fields, houses, etc., being required by Messrs. J. Victor Burn-Murdoch and John A. Hay, or their assigns, in connection with the mining work, such private lands, fields, houses, etc., shall be purchased by the said J. Victor Burn-Murdoch and John A. Hay or their assigns at reasonable prices at their expense, and any damages must also be paid by the said J. Victor Burn-Murdoch and John A. Hay, or their assigns. Tombs must not be interfered with.

X. Of the net profits which will remain after deducting all expenses, Messrs. J. Victor Burn-Murdoch and John A. Hay, or their assigns, engage to pay a royalty of 25% (twenty-five per cent) to the Imperial Korean Government, such payment to be made half-yearly, that is to say, on the 30th of June and 31st of December of each year. The cost of the machinery in the mines shall not be regarded as "expenses" and shall not be deducted from the profits.

XI. The Imperial Korean Government shall send an official and establish an office at the place selected; this official shall have the right to see the accounts, to watch the sale of any products from the mines and to look after the interest of the Imperial Korean Government, but in no way shall he have the right to interfere with the working of the mines or the sale of any products from the mines.

XII. Messrs. J. Victor Burn-Murdoch and John A. Hay, or their assigns, bind themselves to engage Korean coolies and workmen in proportion of 90 in 100, but should these Koreans not be suitable for the working, then Messrs. J. Victor Burn-Murdoch and John A. Hay, or their assigns, are at liberty to engage foreign workmen.

XIII. The Imperial Korean Government will give all facilities for this undertaking, will give full protection to all foreigners employed at the mines, and will grant passports to them.

XIV. After the work is commenced, as here agreed upon, it shall be prosecuted and continued in good faith and with all due diligence, and if the said J. Victor Burn-Murdoch and John A. Hay, or their assigns, fail so to do for a period of six months, then the said mine and all property except machinery thereon, and all rights under this contract shall be forfeited to the Korean Government.

Provided, however, if the said J. Victor Burn-Murdoch and John A. Hay, or their assigns, be prevented from working the mines by *force majeure* then the time they are so prevented shall not be counted in the above period.

XV. In the event of it being found desirable to make any modifications in the articles of the present contract or in other matters connected therewith affecting the interests of Koreans and Messrs. J. Victor Burn-Murdoch and John A. Hay or their assigns, such modifications may be introduced by mutual consent of the Korean Government and the British Representative in Seoul with the view of consulting the convenience of both parties.

XVI. In the event of any difference of opinion as to the interpretation of this contract, the English text shall be regarded as authoritative, but a Korean translation will be attached hereto.

Signed at Seoul this twenty-seventh day of September, 1898.

J. V. BURN-MURDOCH,
JOHN A. HAY,
Per his Attorney
J. V. BURN-MURDOCH.

Signed before me—
J. N. JORDAN,
H. B. M.'s Chargé d'Affaires and Consul General.

No. 73.

UNITED STATES.

SEOUL-CHEMULPO RAILWAY CONCESSION.

SIGNED MARCH 29, 1898.

The Government of Chosen (Korea) decrees and agrees as follows:

I.

A concession to build, operate and maintain a railroad from Seoul to Chemulpo in the Kingdom of Chosen (Korea) including the right to build a bridge across the Han river is hereby granted to James R. Morse, an American citizen, and to his assigns, under the conditions hereinafter named.

II.

The line of said railroad and the location of said bridge will be hereafter determined upon by surveys of the country to be made by engineers named by said James R. Morse or his assigns. Said bridge shall be provided with a foot path on one or both of the sides for the accommodation of pedestrians.

Further said bridge shall either be provided with a "draw" for the passage of boats, or it shall be built sufficiently high so as not to interfere with the ordinary navigation of the river.

III.

The Government of Chosen will provide a right of way along the entire line of said railroad of proper width for the construction and operation of said railroad including ground for stations, warehouses, workshops, switches and turnouts, which right of way shall be leased to said Company for such a period as the road shall belong to said Company—James R. Morse and his assigns—and until the Government of Chosen shall acquire said railroad and its properties by purchase as hereinafter provided for.

In consideration of the grant of this lease for the right of way the said railroad Company agrees to grant free transport for Chosen mails and the mail agent in charge of the same as well as free transportation for

troops and munitions of war of the Chosen Government. It is understood that when the Government of Chosen shall acquire said railroad by purchase the ground herein leased shall revert to the Government of Chosen. In surveying the line of said railroad due care must be observed to avoid disturbing cemeteries and graves.

Further, all crossings other than mere footpaths shall be provided for by the building of necessary approaches and levels over the rails for the passage of wheeled vehicles, and culverts shall be built in embankments when the railroad crosses a main public cart road, providing the embankment is too high for a crossing.

IV.

Said railroad shall have a station at Seoul, one at Chemulpo, one at the river, and at least three between the river and Chemulpo. The river station shall be at either Mapoo or Riong San.

V.

All materials for the construction, equipment, and operation of said railroad, which it is necessary to import from foreign countries, may be imported free of Customs duty and no taxes will be levied on said railroad or its properties or receipts.

VI.

Foreigners and natives may be employed upon said road at the discretion of its managers. Natives shall be given the preference, especially upon the earthworks where not more than ten per cent (10%) of other nationals will be employed, unless native labor is held at such a high price as to render the importation of foreign labor advisable, in which case such laborers may be imported for the work in hand with the explicit understanding that said foreign laborers shall be returned to the country from which they came upon the completion of their work. For this purpose these imported laborers shall be registered at the Customs office upon their arrival and not one shall remain after the work is finished.

VII.

For the purpose of carrying out the above business, said James R. Morse or his assigns, is authorized to organize a Company and secure necessary capital. Said Company may make contracts, hold, own and convey all property necessary for the construction, ownership, maintenance and operation of said railroad, and may operate the same and possess all the power usually exercised and enjoyed by railroad corporations generally.

VIII.

The capital stock of said Company will be hereafter determined by said James R. Morse or his assigns, who shall find the capital necessary for the proper execution of said work. The Government of Chosen shall not be responsible beyond the requirements for the right of way before named.

IX.

Said Company shall be organized and the work commenced without unreasonable delay and in any event within twelve months from the date of this decree. If work is not so commenced this concession shall lapse, provided war or other cause over which the Company has no control prevents the work from being so commenced an extension shall be granted.

Further, the work of building said railroad shall be completed within three years from the commencement of the same, unless prevented by war or other like cause, in which case an extension shall be granted equal to the time so lost.

X.

If difficulties arise between said railroad Company and the Government of Chosen as to any cause, they shall be settled by the decision of an impartial commission of from two to five persons to be appointed as follows: One commissioner shall be appointed by the Government of Chosen and one by the said railroad Company. In case these two can not agree, they may appoint a third whose decision shall be final unless he should choose to call to his assistance two more commissioners, in which case the Government of Chosen and the railroad Company shall each appoint another commissioner to act with the three before named.

XI.

At the end of fifteen (15) years from the completion of said railroad the Government of Chosen may purchase said railroad and all its properties by paying its then appraised value, which value shall be determined by a commission to be appointed as provided for in Article X. In case the Government of Chosen is unable to purchase said railroad at the expiration of the allotted fifteen (15) years, then this concession shall be binding in favor of said Company for another period of ten (10) years. After which the Government of Chosen shall again have the option of purchase, and so on for other periods of ten (10) years each.

XII.

The Government of Chosen agrees not to grant any concession for a similar road to connect the two points Seoul and Chemulpo during the life of the concession, or the ownership of said railroad by the herein named railroad Company. This Article has no reference to other railroads connecting other parts of the Kingdom of Chosen.

XIII.

The English text of this decree or concession and its conditions shall be considered the authorized official version. It shall have attached to it a translation in Chinese.

Seoul, Korea, March 29, 1898.

(Sig.) YE WAN YONG,
Minister of Foreign Affairs.

(Sig.) CHO PYENG SIK,
Minister for Agriculture, Commerce, Public Work.

No. 74.

JAPAN.

SEOUL-FUSAN RAILWAY AGREEMENT.

SEPTEMBER 8, 1898.

ART. I. The Korean government hereby grant to the promoters of the Seoul-Fusan Railway Company organized by Japanese subjects the rights of constructing a railway between Seoul and Fusan and working the same and building bridges over the rivers and streams on the line of the railway and in order to make this concession operative, conclude the following articles of agreement with Sasake Kiyomaro and Inouye Chojiro, the representatives of the said promoters.

ART. II. The plans for the construction of the railway and bridges shall be determined according to the survey made by the engineers to be appointed by the Seoul-Fusan Railway company, or by their representatives. The bridges shall be so high as not to obstruct the passage of junks and boats, or drawbridges shall be constructed which shall be opened during certain intervals every day. Pathways shall be constructed, and in order to avoid interruption of travel the pathway on each side shall be used exclusively by persons going in one direction.

ART. III. The guage of the railway shall be the same as that of the Seoul-Chemulpo Railway in accordance with the provision of Art. II of the Imperial Decree No. 31, regarding Korean government railways, which prescribes that the gauges of railways in the different provinces shall, as much as possible, be of the same standard so as not to prevent the transfer of trains from one system to another. The land to be allotted for the line of the railway, stations, go-downs, machine shops, and for putting switches and rails, shall be provided for by the Korean Government in order to facilitate the construction of the railway. During the term the said railway company has control of the railway and until the purchase of the same by the Korean government, the exclusive ownership of these lands shall be vested in the Company. Transportation of the soldiers, goods for military use, mail carriers and mails of Korea shall be free of charge. When the Korean government purchase the said railway, the lands which have been exclusively owned by the company shall be returned to Korea.

When graves are found on the way of the projected railway the line shall be constructed so as not to encroach upon them. Where the railway crosses roads it shall be so constructed as not to interfere with the traffic on such roads.

ART. IV. Terminal stations shall be placed at Seoul and Fusan respectively. The stations shall be erected at such places as will be found suitable, but in those places no foreigners will be allowed to reside.

ART. V. The machinery, plants, tools, instruments and other articles of whatever description and kind destined for use in connection with the railway, as well as the lands belonging to the railway, and profits of various kinds, shall be exempted from the imposition of any duties, taxes or charges.

ART. VI. Although it shall be in the power of the inspectors of works to employ Koreans and foreigners without distinction, more Koreans than foreigners shall be employed. In the construction of embankments and similar work Koreans should be employed at the rate of nine out of each ten. In case the company employs foreign laborers because Korean labor becomes dearer on account of the demand for labor, such foreign laborers shall all be returned to their own countries when the work shall have been completed, and their entry and exit shall be strictly supervised by the Customs in order that none shall remain in the country. Korean timber and wood shall be used in the work, but in case they are unfit for use, Japanese and Korean timber and wood can be used promiscuously.

ART. VII. The promoters of the railway company or their representatives, in order to carry out the projected work, shall have power to organize a company and collect capital. The said company can make contracts necessitated by the construction and working of the railroad, and also can themselves dispose of everything required therefor as their own property. Further, the company shall, in the management of this enterprise, be vested with all rights and privileges which are generally enjoyed by railway companies.

ART. VIII. The promoters of the said company, or their representatives, shall make estimate of the amount of expense to be incurred and collect the capital. The Korean government do not provide anything outside of the lands above referred to.

ART. IX. In case branch lines of railway shall be constructed in the other provinces, only the Korean government or Korean subjects shall undertake the enterprise, and no foreign government or subjects shall be allowed to do so.

ART. X. The work of construction shall be begun within three years from the date of the signing of the present agreement. In case of failure to commence it within the above limit, the present agreement, unless renewed, shall be considered invalid. If the delay occurs from war

or such other causes as are unavoidable, the limit shall be extended. If the work shall not be completed within ten years from the date of the agreement it shall be abandoned. If within the said ten years war or some other unforeseen event occurs, the term can be extended in proportion to the period during which such circumstances existed.

ART. XI. In case difficulties arise regarding the railway, the Korean government and the Company shall each appoint one representative and let them jointly decide such differences. If these two persons cannot come to an agreement, a third person shall be called in as a referee and he shall decide the case, which decision shall be final and binding upon both parties. If the referee does not desire to decide by himself, he and the two original representatives, together with two outsiders separately appointed, shall discuss and decide the matters in dispute.

ART. XII. At the end of fifteen years from the completion of construction, the Korean government shall have the right to purchase the railway, if it so desires, at the value appraised by the parties mentioned in the 3rd clause of the preceding article. If it cannot so purchase, the concession will be extended another ten years. If at the end of the latter term the Korean government still cannot purchase the railway, the term shall be extended another ten years. The period of such successive extension shall always be ten years.

ART. XIII. Whenever the financial condition of the Korean government shall be restored to a sound basis and it shall become able to operate the railway, it can revise the present agreement after negotiating with the company with the object of making the enterprise a joint undertaking between Japan and Korea.

ART. XIV. The companies or subjects of Korea can at any time become shareholders of the said railway company, and they shall be entitled to the same rights and privileges as others.

ART. XV. The said railway company shall under no circumstances transfer its shares to governments or individuals other than the Japanese or the Korean governments, or their respective subjects.

In witness of the validity of each of the preceding articles of the present concession the respective representatives affix their seals.

September 8th of the second year of Kuwang Wu.

SASAKÉ KIYOMARO,
President of the Diplomatic Bureau
of the Ministry of Foreign Affairs.
INOUYÉ CHOJIRO.
President of the Bureau of Communications
in the Department of Agriculture and Public Works.

SEPTEMBER 8TH OF THE 31ST YEAR OF MEIJI. (1898).

No. 75.

RUSSIA.

CONCESSION OF WHALING PRIVILEGES.

MARCH 29, 1899.

This writing witness that the Government of Dai Han (Korea) does hereby make to Count Henry Keyserling the concessions herein mentioned and that said Government and said Count Keyserling hereby make the following stipulations and agreements respecting the same:

ARTICLE 1.

There shall be set apart without delay for the use and occupation of Count Keyserling, as herein agreed upon, three places, viz:

1. In the province of Kiong-sang, along the coast near Cape Tikhmeneff (Oolsan Bay).

2. In the province of Kang-wan, at the place of Chang Shing-Takoo.

3. In the province of Ham-kiung, on the island of Ching-po.

Each of said places shall not exceed in extent 700 feet in length and 350 feet in width, and they shall be located on convenient spots near the seashore.

ARTICLE 2.

The location and limits of the above-mentioned three places shall without delay be made by the Government of Dai Han through a duly appointed representative and Count Keyserling acting jointly, and the limits of the same shall be clearly marked on the spots by stone or wooden posts, and a map and description of each place in Russian and Chinese shall be made in duplicate and signed by said representative and Count Keyserling. One duplicate to be delivered to and kept by the foreign office of the Dai Han Government and the other to be delivered to and kept by Count Keyserling, and the same shall, when so delivered, be considered and taken as part of his agreement.

ARTICLE 3.

If the places mentioned in article 1 belong wholly or in part to the Dai Han Government, then Count Keyserling may take possession of such part as belongs to the Government as soon as the maps and

description have been signed and delivered as provided in article 2; but if any part of the same belongs to a Dai Han subject, such part shall not be taken or occupied until such subject is paid the full value of his property and rights of every kind, such payment to be made by Count Keyserling. If Count Keyserling is unable to agree with such owners as to the value and price to be paid, such price and value shall be determined by the joint action of a representative of the Dai Han foreign office and Count Keyserling, and in no case shall property belonging to a Dai Han subject be taken or occupied until special permission so to do shall be issued under the seal of the Dai Han foreign office.

ARTICLE 4.

When Count Keyserling shall obtain possession of said three places as mentioned and described above he shall have the right to use and occupy the same during the term of this agreement for the purpose of working up whales and their products, and for that purpose may erect and maintain thereon all necessary buildings, godowns, ware and store houses, and other houses and structures necessary for carrying on said business with the right to fix and operate necessary machinery and other appliances for such purpose.

ARTICLE 5.

Count Keyserling will employ for the work under this agreement preferably Dai Han subjects; but in case of strikes or insufficiency of special knowledge or unsuccessful workmanship he can replace them by workmen of other nationalities, provided that, with the exception of Chinese, no foreigner shall be employed unless his government is in treaty relations with the Dai Han Government, and passports must be procured from the Dai Han Government for all such workmen, as well as for all foreign employees of Count Keyserling. If any of such foreign employees or workmen break the laws of Dai Han or the customs regulations or cause trouble with the natives or engage in smuggling either by export or import or break any of the regulations of this agreement, the Dai Han Government may cancel and withdraw such passport and will give notice thereof to the representative of the government to which the offender belongs, and such offender shall no longer have the right to reside outside the treaty ports; and Count Keyserling shall thereupon discharge from his employment the offender and use his best efforts to have such offender leave the country or go to an open port.

Count Keyserling further undertakes that he and his representatives will in good faith endeavor to preserve order among his foreign employees and workmen and to prevent them from breaking the laws of Dai Han or the customs regulations or causing trouble and to bring them to justice and punishment in case they do so.

ARTICLE 6.

No part of the three places assigned to Count Keyserling by this agreement shall be used or occupied for any purpose except for those mentioned in this agreement; and all concessions herein made to Count Keyserling shall be strictly construed; and no concessions or rights are granted hereunder by the Dai Han Government unless expressly named, given, and provided for in this agreement. Neither Count Keyserling nor any foreign workmen or foreign employees of Count Keyserling shall engage in any business or occupation at said places except in the business embraced by this agreement; and in case such workman or employee does engage in any other business or occupation he shall be discharged by Count Keyserling and his passport canceled, and he shall not be permitted to remain outside of the treaty ports. Full jurisdiction shall be retained by the Dai Han Government over all its subjects employed by Count Keyserling, and no asylum shall be given by him or his foreign employees or workmen to such subjects.

ARTICLE 7.

The Dai Han administration will render all proper assistance to Count Keyserling in his dealings with the local population and workmen.

ARTICLE 8.

No work or operations shall be carried on in said places or in the ports in which they are situated which will create disease or be detrimental to public health.

As incident to the grant herein made of the places on which to work whales Count Keyserling may erect landing stages attached to and in front of each of said three places and extending into the water. Should it afterwards be found that the structure erected interferes with the navigation of the port or tends to fill up or injure the port the same shall forwith be removed by Count Keyserling at his expense, and if he fails to do so after notice of two months the Dai Han Government may remove the same.

ARTICLE 9.

It is expressly understood that nothing in this agreement, and no rights and concessions herein given or made, shall prevent the Dai Han Government from opening any port to foreign trade, and that in case any port is opened where any place selected and assigned to Count Keyserling is situated and the Dai Han Government desires to embrace such place within a foreign settlement, then such place shall be treated as Dai Han property and may be taken for the purpose of

such foreign settlement after six months' notice to Count Keyserling, provided Count Keyserling shall be compensated for the same as follows:

1. He shall be repaid whatever he has paid for such place, or part thereof, to any Dai Han subject, as provided in article 3, but if he is given a new place, as hereinafter provided, such repayment shall not be made.

2. He shall also be paid the actual cash value of all his buildings and machinery on the place so taken, and the same shall belong to the Dai Han Government. In estimating such cash value, the value of any concession herein made, or damages for the stoppage of his business or any other incidental loss to Count Keyserling, shall not be taken into account.

Provided that the rental of such places, viz, at the rate of 150 yen per year, shall cease and not be paid by Count Keyserling after the place is taken for a foreign settlement; and provided further, that Count Keyserling shall be at liberty to remove all the buildings and machinery, or either of them, within a reasonable time, in which case he shall not be paid for the same; and provided further, that in case any place is taken for a foreign settlement under this article a new place, of the same size, instead shall be assigned to Count Keyserling, if he so desires, free of cost, outside the settlement. Such new place shall be selected as was the place taken, and all the provisions of this agreement shall apply to said new place that applied to the old one for which it is substituted, and Count Keyserling shall pay rent for the same as for the old place, viz, at the rate of 150 yen per year. In case Count Keyserling desires to remove his machinery from the old place to such new place, the Dai Han Government will pay him the cost of such removal.

ARTICLE 10.

The term of this agreement shall be twelve years, commencing from the date hereof, and at the end of such term Count Keyserling shall cease operations hereunder, and he shall, within a reasonable time, remove all machinery and appliances for working whales and surrender said places to the Dai Han Government. All buildings and structures shall become the property of the Dai Han Government without any cost, and the Dai Han Government shall take full possession of such places.

ARTICLE 11.

As yearly rental for said three places, Count Keyserling agrees to pay the Dai Han Government at Seoul 450 yen each year, in advance; the first of the said payments to be made to the Dai Han foreign office when the agreement is signed, and the others to the same office on the

same day of each year thereafter during the continuance of this agreement. If Count Keyserling fails to make any of the said payments for a period nf one year after they become due, as in this article stipulated, all rights granted him in this agreement shall be forfeited and become null and void, and the Dai Han Government may enter upon and take possession of and own, without cost, all said three places, and all the buildings, structures, machinery, and other property thereon; provided, that if Count Keyserling shall pay within six months thereafter all the amounts due or to become due as rental and interest on said premises up to the end of the twelve years' term, he shall be at liberty to remove his buildings and machinery, and if he fails to make such payments within said six months, then all said buildings and machinery shall be forfeited to and belong to the Dai Han Government. If any payment of rental is not made when it becomes due, it shall bear interest at the rate of 1½ per cent per month till paid.

ARTICLE 12.

If Count Keyserling or his representatives shall break any of the agreements herein made, or any of the things prohibited herein, he shall in addition to all treaty penalties indemnify and pay the Dai Han Government for all loss and damage sustained by it, and if he permits the same to be repeated or continued after notice by the Dai Han Government, this agreement and all his rights hereunder may be forfeited by the Dai Han Government, in which case he shall forthwith remove all machinery and stores and other property from the places occupied by him, but the buildings and other structures erected by him shall be forfeited to the Dai Han Government, and it may take full possession of said places, buildings, and structures and have and own the same without cost.

ARTICLE 13.

Count Keyserling may, with the consent and permission of the Dai Han foreign office, given in writing, transfer his rights to another reliable person or a reliable company. In case of his death before such transfer, his rights shall go over for the remainder of the term to his legitimate heirs and successors. But in case of any transfer by him to others, or by his death to his heirs and successors, such transferees and heirs and successors shall be subject to all the obligations and prohibitions, limitations and penalties of this agreement. Notice of any transfer shall be at once communicated to the Dai Han foreign office, and in case of death of Count Keyserling the names and interest of Count Keyserling's heirs and successors shall also be communicated to the said foreign office.

ARTICLE 14.

In case any dispute or contention or question shall arise under the agreement, the same shall be settled by arbitration, one arbitrator to be selected by the Dai Han foreign office, the other by Count Keyserling, and if these arbitrators can not agree they shall select an umpire without delay, whose decision shall be final, and the Dai Han Government on the one side and Count Keyserling on the other agree to abide by and perform the award and decision of said arbitrators or umpire.

ARTICLE 15.

It being necessary for the protection of the revenue that the customs department should depute an officer to reside permanently or occasionally at each of the stations granted by this concession, Count Keyserling undertakes to furnish suitable quarters at each station for the customs officer so deputed, and until such quarters can be built and prepared, Count Keyserling will place a suitable cabin on board any of his ships lying at a station at the disposal of said customs officer and will furnish him with a boat's crew whenever he has occasion to go afloat.

Count Keyserling undertakes, further, to pay to the customs at Yuensan a sum of $100 a month to meet in part the cost of providing the customs officer required; provided, that when Count Keyserling is is not working at any station no officer will be deputed to reside at such station and no contribution for him will be paid; and provided further, that Count Keyserling must always give ten days' previous notice to the custom-house at Yuensan of his intention to work at any station, so that the officer may be sent with or before Count Keyserling; but if the officer does not arrive at the place before the expiration of the said ten days, Count Keyserling may commence work in his absence at the expiration of said ten days.

Should Count Keyserling work whales at two or more stations at the same time, an officer must be deputed to each station and the fee of $100 per month paid for each officer.

ARTICLE 16.

During the term of this concession Count Keyserling may import duty free, in the vessels mentioned in article 18, below, machinery, materials—including salt and coals—and instruments necessary for carrying on the whaling business mentioned herein.

A detailed list of the quantities and values of all such articles, machinery, instruments, stores, materials, and other appliances for use in working whales landed at a station shall be kept by the customs officer on duty. This list will be checked from time to time with the articles, and if anything is found missing and unaccounted for, duty at the tariff rate as originally due will be collected on it.

ARTICLE 17.

Provisions and stores for the workmen, which shall be sold to the workmen at the actual cost price, plus the expenses for procuring and keeping them, will be purchased by Count Keyserling in Dai Han, except when the prices are very high, in case of famine or a bad harvest, when he may import them from abroad; provided, that no provisions or stores shall be imported except for the actual use of the workmen and employees, and shall not be sold to anyone else. Such provisions and stores brought into a station, if kept and consumed on board the vessels, shall not be liable to duty; but any provisions or stores landed for consumption on shore shall pay duty, and a list of all such shall be made out at the time of landing and handed to the customs officer on duty, who will check it, and, having certified it correct, will forward it to the Yuensan commissioner, to whom Count Keyserling or his agent will without delay pay the duty shown to be due.

ARTICLE 18.

During the term of this concession Count Keyserling may import and export, either in his own vessels or on chartered ones sailing under the flag of Dai Han or of a government in treaty relations with the Dai Han, whales and products of the whale fishing, either raw or worked up, but nothing in this concession shall be construed as giving a license to take whales within Korean waters.

ARTICLE 19.

1. All vessels which Count Keyserling employs in his whaling business in Korean waters must at the beginning of each season be reported at the Yuensan custom-house and tonnage dues paid upon them.

If it be convenient for any of the vessels employed to proceed to Yuensan herself before payment of tonnage dues, her papers may be examined by the customs officer at the station and his report of the register tonnage accepted as correct.

Subsequent payments of tonnage dues before the close of the season may similarly be made in the vessel's absence.

2. In lieu of all duties, import or export, on whales or their products the sum of 20 yen shall be paid by Count Keyserling as a tax on each whale, irrespective of size, brought by him into Korean waters to be worked up. On the last day of each month Count Keyserling, or his representative at the station, shall hand a statement of the number of whales brought into that station during the month to the customs officer there on duty, who, having verified the statement and certified it correct, will forward it to the commissioner of customs at Yuensan, to whom Count Keyserling or his agent will without delay pay the amount of tax due, calculated on this verified statement.

ARTICLE 20.

The text of this agreement is drawn up in duplicate in Russian, Chinese, and English language, duplicates to be duly executed and signed, and one to be kept in the Dai Han foreign office and the other by Count Keyserling. In case of misunderstanding the English text shall be considered the ruling one.

March 29, third year of Kwang Mu.

YE EUNG IK,
The Chief of the Diplomatic Bureau of Dai Han Foreign Office.
Count HENRY KEYSERLING.

$\frac{17}{29}$ MARCH, 1899, SEOUL.

APPENDIX.

No. 76.

TREATY BETWEEN CHINA AND THE CONGO FREE STATE, CONFERRING MUTUAL MOST-FAVOURED-NATION TREATMENT.[a]

SIGNED AT PEKING JULY 10, 1898.

[Translation.]

Concerning the Treaty of Amity and Commerce between the Chinese Emperor and the Congo Free State, it is proposed that in accordance with the powers received, which are in form, a special Article shall be agreed upon mutually and promulgated without delay.

ART. I. All privileges of person, property, and jurisdiction enjoyed by foreign nations under the Treaties concluded by China shall from henceforth be granted to the Congo Free State.

II. It is agreed that Chinese subjects may at their pleasure proceed to the territory of the Congo Free State, and there sojourn or reside, and that they may buy and sell, retain possession or change ownership of, all species of property, movable or immovable. As regards trade, navigation, and industry, Chinese subjects shall have most-favoured-nation treatment.

In witness whereof the High Officers of both States have hereunto affixed their signatures and seals.

PEKING, *July 10, 1898.*

(L. S.) LI HUNG CHANG.
(L. S.) COMTE D'URSEL.

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[a] *British and Foreign State Papers.* Vol. XC, p. 956.

No. 77.

TREATY OF AMITY AND COMMERCE BETWEEN MEXICO AND CHINA.[a]

SIGNED AT WASHINGTON DECEMBER 14, 1899.
RATIFICATIONS EXCHANGED AT WASHINGTON, JULY 19, 1900.

The President of the United Mexican States and His Majesty the Emperor of China, being equally animated by the desire to establish friendly relations between the two countries and their citizens and subjects, have resolved to conclude a Treaty of friendship, commerce and navigation, and for that purpose have named their respective Plenipotentiaries, that is to say:

The President of the United Mexican States, Manuel de Azpíroz, Ambassador Extraordinary and Plenipotentiary of the United Mexican States in Washington, and

His Majesty the Emperor of China, Wu Ting-fang, an Official of the Second Rank, Minister of State of the Fourth Class by brevet, and Envoy Extraordinary and Minister Plenipotentiary to the United States of America, Spain and Peru;

And we, the said Plenipotentiaries, after having exhibited our respective full powers, and finding them in due and good form, have agreed upon the following articles:

ARTICLE I.

Friendship. Free intercourse. Most favored nation treatment.

There shall be perpetual, firm and sincere friendship between the United Mexican States and the Chinese Empire, as also between their respective citizens and subjects. They shall be at liberty to freely go to the respective countries of the High Contracting Parties and reside therein. They shall there have complete protection in their persons, families and property, and they shall enjoy all the rights and advantages which are granted to the subjects of the most favored nation.

ARTICLE II.

Diplomatic agents. Rights. Immunities.

In order to facilitate friendly relations between the two countries, the President of the United Mexican States may appoint a Diplomatic Agent to the Court of Peking and His Majesty the Emperor of China, may, likewise, appoint a Diplomatic Agent near the Mexican Government.

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[a] *Diario Oficial*, July 24, 1900.

The Diplomatic Agents of each of the High Contracting Parties may reside permanently or temporarily in the Capital of the other, with their families and members of their suite, and enjoy, in the countries of their respective residence, the same prerogatives, exemptions, immunities and privileges granted to the Agents of the same rank of the most favored nation.

ARTICLE III.

Consular officers. Rights. Immunities.

Each of the High Contracting Parties may appoint, at the ports or cities of the other, open to foreign commerce, Consuls General, Consuls, Vice-Consuls and Consular Agents. These shall not enter in the discharge of their duties until they receive the Exequatur of the Government of the Country where they are to reside. The Exequatur shall be issued free of charge. At the ports or cities where no Consul is appointed, his functions may be performed by a Consul of a friendly nation. Where there is no Consul, the local authorities shall see that the citizens or subjects of the other Contracting Party enjoy the benefits of the present Treaty.

The Consular Officers of the High Contracting Parties shall perform all the functions and enjoy all the immunities and privileges which, in either of the two countries, are granted to the Consular Officers of the most favored nation.

The Consular Officers shall not support the demands of their citizens or subjects if provocative or offensive to the authorities or inhabitants of their place of residence.

Should a Consular Officer adopt offensive conduct towards the laws of the country of his residence, the Exequatur may be withdrawn from him.

ARTICLE IV.

Passports for Mexicans in China.

Mexican citizens shall be permitted to go into the interior of China and travel therein, provided they are furnished with a passport issued, at the request of the Mexican Consul, by the Customs Taotai. This passport, written in the two languages, Spanish and Chinese, must be shown when the authorities of the place of transit ask it, and returned at the end of the journey. No obstacle shall be placed in the way of travelers engaging men, vehicles or vessels for the transportation of their baggage.

In case the traveler is not provided with the proper passport, or he commits an unlawful act, he shall be delivered for trial to the nearest Consul of Mexico or of a friendly nation previously designated by the Mexican Government. In this case the local authorities can only arrest the traveler without insulting him or permitting any violence to him.

Mexican citizens shall be at liberty to make excursions without the necessity of providing themselves with a passport, in the neighborhood of the open ports, for a distance not exceeding one hundred li, and for a time not exceeding five days.

These stipulations are not applicable to the crews of vessels, who shall be subject, during their stay on land, to the regulations established by the Consuls and the authorities.

Chinese travelers in Mexico.

Chinese subjects shall be at liberty to travel through all the territory of Mexico, as long as they conduct themselves peaceably and do not violate the laws and regulations of the country.

ARTICLE V.

Free emigration only allowed.

It is agreed between the two High Contracting Parties that the emigration of their respective subjects, whether accompanied by their families or not, shall be in future free and voluntary; consequently they disapprove of every act of violence or trickery which might be committed in the ports of China or anywhere else for the purpose of expatriating Chinese subjects, against their will.

Prosecution for forcing emigration.

The two Governments engage themselves to prosecute with all the rigor of the laws any contravention of the preceding stipulation and to impose penalties established by their respective legislations upon the persons and ships who may violate this stipulation.

ARTICLE VI.

Trade.

Mexican citizens shall be at liberty to travel with their merchandise and engage in commercial pursuits in all the ports of China where the subjects of other nations are permitted to engage in commerce.

Chinese subjects shall, likewise, be at liberty to travel and engage in commerce in all places of the Mexican Republic, under the same conditions as the subjects of all other nations.

Limitation of most-favored-nation provision.

It is to be understood that, in case either of the High Contracting Parties should hereafter grant, of its own accord, to any other nation, advantages subject to special conditions, the other Contracting Party shall enjoy said advantages, only provided it complies with the conditions imposed therein or their equivalent, to be mutually agreed upon.

ARTICLE VII.

Citizens and merchant vessels.

The citizens or subjects and merchant vessels of each of the High Contracting Parties shall be subject, at the ports of the other open to foreign commerce, to the legal provisions which now regulate commerce with all other nations or which may be issued hereafter.

ARTICLE VIII.

Import and export duties.

The import duties imposed in the United Mexican States on the produce of the soil and industry of China, and in the Empire of China on the produce of the soil and industry of Mexico, shall be no other nor higher than those to which the same produce of the most favored nation are or may be subject.

The same principle shall be observed in regard to exportation.

Prohibition or restriction of trade.

No prohibition nor restriction of importation or exportation shall take place in the reciprocal commerce of both countries, unless it be likewise applied to all other nations, except for sanitary motives or for the purpose of preventing the propagation of epizooties or the loss of crops, or also in view of events of war.

ARTICLE IX.

Ships of war. Their privileges.

The ships of war of each of the Contracting Parties shall be admitted into the ports of the other, where those vessels of all other nations are allowed to enter, and to be treated as those of the most favored nation.

They shall have entire liberty to purchase provisions, coal and the necessary articles for a voyage, as also to get water and have all necessary repairs made.

The ships of war shall be exempt from the payment of all duties, both on their arrival and departure.

The Commanders of Mexican ships of war in China and the local principal authorities shall mutually treat each other on the basis of equality.

ARTICLE X.

Exemption from military service, forced loans, etc.

The citizens or subjects of each of the Contracting Parties, in the dominions and possessions of the other, shall be exempt from all compulsory military service whatever, whether in the army, navy or national guard, or militia. They shall likewise be exempt from all contributions, whether pecuniary or in kind, imposed as a compensation for personal service, and, finally,

from forced loans and from charges, requisitions, and war contributions, unless imposed on real property when they shall pay them equally with nationals.

The vessels, cargoes, merchandise or effects of citizens or subjects of neither Contracting Party shall be detained for any military expeditions or for any public purpose whatever without corresponding compensation first being agreed upon and settled.

ARTICLE XI.

Merchant vessels.

The merchant vessels of each of the Contracting Parties shall be at liberty to frequent the ports of the other open to foreign commerce or that may hereafter be opened.

It is, however, agreed that this concession does not extend to the coasting trade, granted only to the national vessels in the territory of each of the Contracting Parties. But, if one of them should permit it wholly or in part to any nation or nations, the other Party shall have the right to claim the same concessions or favors for its citizens or subjects, provided said Contracting Party is willing, on its part, to grant reciprocity in all its claims on this point.

Most favored nation treatment for merchant vessels.

The vessels of each of the Contracting Parties shall not be subject, in the territory or ports of the other, on their entrance, departure or stay, to other or higher duties, charges or fees of public officials on account of tonnage, lighthouse, port, pilotage, quarantine, salvage, assistance in case of damage or shipwreck, nor to other charges or duties, local or federal of whatever kind or denomination, than are paid or which may hereafter be paid by vessels of any other nation.

For the application of this and other articles of the present Treaty, those are to be understood as ports of each of the Contracting Parties, which are opened or that may hereafter be opened to the import and export trade by the respective Governments.

Limit of territorial waters.

The two Contracting Parties agree upon considering a distance of three marine leagues, measured from the line of low tide, as the limit of their territorial waters, for everything relating to the vigilance and enforcement of the Custom-House regulations and the necessary measures for the prevention of smuggling.

Refuge.

The vessels of each of the High Contracting Parties which may have been disabled near the coasts of the other and may have to seek shelter in a port, shall receive from the local authorities all the assistance which they can render.

The merchandise saved shall not be subject to the payment of duties, unless it shall be landed for the purpose of sale.

Such vessels shall be treated on the same terms as are granted under similar circumstances to those of other countries.

ARTICLE XII.

Contract laborers.

The engagement by contract of citizens or subjects of one country as laborers, servants or the like in plantations, mills, shops, business establishments or private families in the other country, shall be subject to rules to be established by mutual agreement between both High Contracting Parties.

ARTICLE XIII.

Jurisdiction over Mexicans in China.

Mexicans in China who may have occasion of complaint against Chinese, shall lay their complaint before the Mexican Consul, who shall investigate the facts of the case and exert himself to bring about an amicable settlement.

If a Chinese should likewise, have any occasion of complaint against a Mexican in China, the Mexican Consul shall listen to his complaint, and try to obtain a friendly settlement. Should the Consul be unable to reconcile the parties, the case is then to be submitted, in all equity, whether the plaintiff be a Mexican or a Chinese, only to the Court to which the accused is subject.

ARTICLE XIV.

Criminal cases.

Mexican citizens in China who may commit any crime against Chinese subjects, shall be arrested by the Mexican Consular authorities and punished in accordance with the laws of Mexico.

Chinese subjects guilty of criminal acts against Mexican citizens in China, shall be arrested and punished by the Chinese authorities in conformity with the laws of China.

As a general rule, every civil or criminal suit instituted in China, between the citizens or subjects of the two Contracting Parties, shall be tried only according to the laws and by the authorities of the country to which the defendant or accused belongs.

Fraud, robbery.

The High Contracting Parties shall not be bound to reimburse any money that has been stolen or obtained by fraud, or owing by a citizen or subject of one of the two countries to a subject or citizen of the other country. In case of robbery or fraud the proceedings to be instituted shall be in accordance with the laws of the country to which the accused belongs, and in case of debt, the authorities of the country of the debtor shall do all they can to make the debtor comply with his obligation.

Chinese criminals to be surrendered.

Should Chinese subjects in China, who are principal actors or accomplices of a crime, take refuge in the houses, warehouses or on board the merchant vessels of Mexican citizens, the Chinese authorities shall lay the facts in this case before the Mexican Consular Officers, and they shall conjointly appoint agents for the apprehension of the criminals, who shall not be protected nor hidden.

ARTICLE XV.

Jurisdiction over Mexicans in China.

All legal questions that may arise in China between Mexican citizens concerning their persons or property shall be subject to the exclusive jurisdiction of the Mexican authorities. Suits instituted in China between Mexican citizens and foreigners shall be decided only by the authorities of their respective countries.

When Chinese shall be concerned in suits, the proceedings shall be in accordance with the provisions of the two preceding articles.

Should the Chinese Government think proper, hereafter, to establish, in accord with foreign powers, a code for the purpose of settling the matter of jurisdiction over foreign subjects in China, Mexico shall have an equal share in said agreement.

ARTICLE XVI.

Punishment of disturbers of peace.

Persons, of whatever condition they may be, who may land from vessels of one of the High Contracting Parties, at an open port of the other, and cause any disturbance on shore, within twenty four hours of their landing, shall be punished by the proper local authorities, but only with fine or imprisonment in accordance with the usages established at said port.

Collisions in Chinese waters.

The questions arising from collisions in Chinese waters between vessels of the two countries, shall be decided by the authorities of the accused in accordance with the legal regulations in force in all countries respecting collisions.

Should the complainant not be satisfied with the decision, the agents of the country to which he belongs shall be authorized to apply officially to the authorities that have tried the offender, and they shall retry the case and give a final and equitable decision on the same.

ARTICLE XVII.

Legal rights of Chinese in Mexico.

Chinese subjects in Mexico shall have free access to the judicial tribunals of the country for the defense of their legitimate rights. They shall enjoy, in this respect, the same rights and concessions enjoyed by Mexicans or by subjects of the most favored nation.

ARTICLE XVIII.

English text authoritative.

This Treaty shall be engrossed in the three languages Spanish, Chinese and English; the Spanish text shall be observed in Mexico, the Chinese text in China, and, in case of disagreement, the English version shall be decisive.

ARTICLE XIX.

Revision.

This Treaty shall remain in force for ten years reckoned from the day of the exchange of ratifications. The High Contracting Parties can, at the expiration of that time, propose modifications by means of a notice to be given six months in advance; and if neither of them should do so, the Treaty shall continue to remain in force in all its provisions until the expiration of one year after one of the Parties has expressed to the other its intention of terminating it.

ARTICLE XX.

This Treaty shall be ratified by the two High Contracting Parties and the ratifications shall be exchanged at Washington, as soon as possible.

In witness whereof, we, the respective Plenipotentiaries, have signed this Treaty and have hereunto affixed our respective seals.

Done at Washington, in two originals in three languages Spanish, Chinese and English, this fourteenth day of December of the year One thousand eight hundred and ninety nine of the Christian era, corresponding to the twelfth day of the eleventh moon of the twenty-fifth year of Kwang-Hsu.

[SEAL.] MANUEL DE AZPÍROZ.
[SEAL.] WU TING-FANG.

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CHINA.

ALPHABETICAL INDEX—CHINA.

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